

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

Order Form

| | |
|--------------------------------|--|
| CALL-OFF REFERENCE: | C32880 |
| CALL-OFF TITLE: | DDaT Capability as a Service Contract: Service Type 3 - Product Development |
| CALL-OFF CONTRACT DESCRIPTION: | This service type comprises capabilities which would primarily be found within the Product and delivery, and User-centred design sections of the Government Digital and Data Profession Capability Framework. |
| THE BUYER: | Department for Environment, Food and Rural Affairs (Defra) |
| BUYER ADDRESS | Buyers Main Address: Seacole Building, 2 Marsham Street, London, SW1P 4DF |
| THE SUPPLIER: | TPXImpact LIMITED |
| SUPPLIER ADDRESS: | The Hickman, Second Floor, 2 Whitechapel Road, London, E1 1EW |
| REGISTRATION NUMBER: | 06472420 |
| DUNS NUMBER: | 211044880 |
| SID4GOV ID: | N/A |

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APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 26 January 2026. It's issued under the Framework Contract with the reference number RM6263 for the provision of Digital Specialists and Programmes Deliverables.

The Parties intend that this Call-Off Contract will not, except for the first Statement of Work which shall be executed at the same time that the Call-Off Contract is executed, oblige the Buyer to buy or the Supplier to supply Deliverables.

The Parties agree that when a Buyer seeks further Deliverables from the Supplier under the Call-Off Contract, the Buyer and Supplier will agree and execute a further Statement of Work (in the form of the template set out in Annex 1 to this Framework Schedule 6 (Order Form Template, SOW Template and Call-Off Schedules)).

Upon the execution of each Statement of Work it shall become incorporated into the Buyer and Supplier's Call-Off Contract.

CALL-OFF LOT(S):

Lot 1: Digital Programmes

CALL-OFF INCORPORATED TERMS

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

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1 (Definitions) RM6263
3. Framework Special Terms
4. CCS Core Terms (version 3.0.11)
5. Call-Off Schedule 20 (Call-Off Specification)
6. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6263
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties)

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- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)
- Joint Schedule 12 (Supply Chain Visibility)
- Joint Schedule 13 (Cyber Essentials)
- Call-Off Schedules for RM6263
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details and Expenses Policy)
 - Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliveries)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - Call-Off Schedule 14A (Service Levels)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 16 (Benchmarking)
 - Call-Off Schedule 25 (Ethical Walls Agreement)
- 7. Joint Schedule 5 (Corporate Social Responsibility) RM6263
- 8. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

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

CALL-OFF SPECIAL TERMS

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

None

CALL-OFF START DATE: 9 February 2026

CALL-OFF EXPIRY DATE: 8 February 2030

CALL-OFF INITIAL PERIOD: **4-year initial term**

CALL-OFF OPTIONAL
EXTENSION PERIOD: **1 x 12 months**

MINIMUM NOTICE PERIOD
FOR EXTENSION(S): **3 months**

CALL-OFF CONTRACT VALUE: **£39 million (the Contracting Authority does not**

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warrant or guarantee any minimum value or volume of work throughout the term of the contract)

KEY SUB-CONTRACT PRICE:

A minimum of 30% SME spend

CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20 (Call-Off Specification) and Attachment 3 Statement of Requirements.

The types of roles required includes, but may not be limited to, those detailed against the functional requirements associated with this Service Type. Additional roles from across the DDaT and PDCF frameworks may be required.

Specific roles, associated requirements, and the duration of engagement shall be defined in individual Statements of Work (SoWs), which will be issued by the Contracting Authority on an as-needed basis throughout the term of the contract.

BUYER'S STANDARDS

From the Start Date of this Call-Off Contract, the Supplier shall comply with the relevant (and current as of the Call-Off Start Date) Standards set out in Framework Schedule 1 (Specification). The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract:

- Attachment 3_Statement of Requirements
- Attachment 7.3_Functional Requirements for Service Type 3
- Attachment 7.4_Non-Functional Requirements

CYBER ESSENTIALS SCHEME

The Buyer requires the Supplier, in accordance with Joint Schedule 13 (Cyber Essentials Scheme) to provide a Cyber Essentials Plus Certificate prior to commencing the provision of any Deliverables under this Call-Off Contract.

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms, as amended by the Framework Award Form Special Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **£9.75 million** Estimated Charges in the first 12 Months of the Contract. The Buyer does not guarantee any minimum volume of work or spend under this contract during the initial 12-month period or any subsequent period.

CALL-OFF CHARGES

The Charging method(s) the Buyer has selected are detailed below:

- (1) Capped Time and Materials (CTM);
- (2) Incremental Fixed Price;
- (3) Time and Materials (T&M);

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(4) Fixed Price; or

(5) A combination of two or more of the above Charging methods.

See details in Call-Off Schedule 5 (Pricing Details and Expenses Policy) for further details.

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

- Specific Change in Law

The Supplier shall ensure that only UK-based Supplier Staff (including Subcontractors) are used to provide any element of the Deliverables under this Call-Off Contract. The use of non-UK Supplier Staff is not permitted unless expressly agreed in writing by the Buyer in exceptional circumstances. In such cases, the applicable rate(s) shall be subject to separate negotiation and agreement at the time of approval and shall not exceed any rates agreed in writing by the Buyer. Any such agreement shall be documented in the relevant Statement of Work (SOW).

REIMBURSABLE EXPENSES

See Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy)

PAYMENT METHOD

The payment profile for this Contract is monthly in arrears.

The Supplier will issue Electronic Invoices in accordance with the agreed Payment Profile

BUYER'S INVOICE ADDRESS:

Invoices should be sent to: p2p_ddts@defra.gov.uk

BUYER'S AUTHORISED REPRESENTATIVE



Defra, Seacole Building, 2 Marsham Street, London, SW1P 4DF

BUYER'S ENVIRONMENTAL POLICY

Appended at Appendix 4_DEFRA_Sustainability_Strategy_Summary_WEB v1

BUYER'S SECURITY POLICY

Appended at Appendix 3_DDTs Resource Augmentation procurement Defra Group Security Policies June 2025

SUPPLIER'S AUTHORISED REPRESENTATIVE



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[REDACTED]
2 Whitechapel Road, 2nd Floor, The Hickman, London, United Kingdom, E1 1EW.

SUPPLIER'S CONTRACT MANAGER

[REDACTED]
2 Whitechapel Road, 2nd Floor, The Hickman, London, United Kingdom, E1 1EW.

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month.

PROGRESS MEETING FREQUENCY

Monthly update meetings: *Monthly*

Bi-Monthly Supplier Relationship Management Meeting: *Bi-Monthly*

Quarterly Performance Review: *Every 3 months*

Further detail can be found in Contract Management Plan document.

KEY STAFF

[REDACTED]
2 Whitechapel Road, 2nd Floor, The Hickman, London, United Kingdom, E1 1EW

The Supplier shall ensure that all individuals engaged in the delivery of the contracted services are either:

1. Direct employees of the Supplier or its approved Subcontractors, or
2. Employed via a UK-based, Complaint FCSA-accredited Umbrella Company or PAYE payroll provider.

If Personal Service Companies (PSCs) are used, the Buyer shall be responsible for determining the IR35 status of the engagement and issuing a Status Determination Statement (SDS) as required by law.

The Supplier shall be fully responsible for ensuring compliance with all applicable employment tax obligations, including PAYE, National Insurance Contributions, and any other statutory deductions for all personnel engaged in the delivery of services.

The Supplier needs to inform the Buyer of any changes in workers and worker employment status.

The Buyer shall not be held liable for any tax, employment, or IR35-related liabilities arising from the Supplier's or its Subcontractors' engagement of workers. The Supplier shall indemnify and hold harmless the Buyer against any such liabilities, claims, or penalties.

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KEY SUBCONTRACTOR(S)

THE DEXTROUS WEB LTD

Studio 1.05c Level 1 Department Leeds Dock, The Boulevard, Leeds, LS10 1PZ

[REDACTED]

PUBLIC GROUP INTERNATIONAL LIMITED

Public Hall, 1, Horse Guards Avenue, London, SW1A 2HU

[REDACTED]

OXFORD INNOVATION CONSULTING LTD

Royal Spa Lodge, West Malvern Road, Great Malvern, Herefordshire, WR14 4EW

[REDACTED]

HERD IT CONSULTING LTD

Leah's Yard, 22 Cambridge Street, Sheffield, S1 4HP

[REDACTED]

NEXER DIGITAL LIMITED

Ropewalks, Newton Street, Macclesfield, Cheshire, SK11 6QJ

[REDACTED]

ADROC LIMITED

61, 1st Floor Macrae Road, Pill, Bristol, BS20 0DD

[REDACTED]

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COMMERCIALLY SENSITIVE INFORMATION

The Supplier's tender submission, including rate card, personal information and case studies.

KPIs

The following KPIs shall apply to this Call-Off Contract: Document Appendix 7_CaaS KPIs

SERVICE CREDITS

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

| | |
|--|---|
| The Service Credit Cap per month (Annual Service Credit is excluded from cap) is: | 9% |
| The Service Period is: | Monthly |
| A Critical Service Level Failure is: | <p>Sustained poor performance against agreed Service Level Agreements (SLAs) resulting in the accumulation of five or more service credits across any rolling three-month period, regardless of whether the SLA is measured monthly or quarterly.</p> <p>Additionally, failure to implement or comply with an agreed Performance Rectification Plan within the specified timeframe will also constitute a Critical Service Level Failure.</p> |

ADDITIONAL INSURANCES

For all Statements of Work (SoWs) with a total value of less than five million pounds (£5,000,000), the standard insurance requirements as set out in Joint Schedule 3 (Insurance Schedules) shall apply.

For SoWs with a total value of five million pounds (£5,000,000) or more, the following insurance cover levels will likely be required:

- Professional Indemnity Insurance: Not less than ten million pounds (£10,000,000) per claim (whether arising from a single event or a series of related events) and in the aggregate.
- Public Liability and Products Insurance: Not less than ten million pounds (£10,000,000) per claim (whether arising from a single event or a series of related events) and in the aggregate.
- Employers' Liability Insurance: Not less than ten million pounds (£10,000,000) per claim (whether arising from a single event or a series of related events) and in the aggregate.

The specific insurance requirements for each SoW will be confirmed within the relevant Statement of Work and are subject to change.

GUARANTEE

Not applicable

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SOCIAL VALUE COMMITMENT

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

STATEMENT OF WORKS

During the Call-Off Contract Period, the Buyer and Supplier may agree and execute completed Statement of Works. Upon execution of a Statement of Work the provisions detailed therein shall be incorporated into the Call-Off Contract to which this Order Form relates.

| For and on behalf of the Supplier: | For and on behalf of the Buyer: |
|--|--|
|  |  |
| Full Name:  | Full Name:  |
| Job Title/Role:  | Job Title/Role:  |
| Date Signed: 6/2/2026 | Date Signed: 06/02/2026 |

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Appendix 1

Annex 1: (Template Statement of Work)



SOW_xxx_0001%20X
XX%20Capability%20

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ANNEX 1

Data Processing

Prior to the execution of this Statement of Work, the Parties shall review Annex 1 of Joint Schedule 11 (Processing Data) and if the contents of Annex 1 does not adequately cover the Processor / Controller arrangements covered by this Statement of Work, Annex 1 shall be amended as set out below and the following table shall apply to the Processing activities undertaken under this Statement of Work only:

[TEMPLATE ANNEX 1 OF JOINT SCHEDULE 11 (PROCESSING DATA BELOW)]

| Description | Details |
|---|--|
| Identity of Controller for each Category of Personal Data | <p>The Relevant Authority is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> ● [Insert] <i>the scope of Personal Data for which the purposes and means of the Processing by the Supplier is determined by the Relevant Authority</i> <p>The Supplier is Controller and the Relevant Authority is Processor</p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Relevant Authority is the Processor in accordance with paragraph 2 to paragraph 15 of the following Personal Data:</p> <ul style="list-style-type: none"> ● [Insert] <i>the scope of Personal Data which the purposes and means of the Processing by the Relevant Authority is determined by the Supplier</i> <p>The Parties are Joint Controllers</p> <p>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> ● [Insert] <i>the scope of Personal Data which the purposes and means of the Processing is determined by the both Parties together</i> <p>The Parties are Independent Controllers of Personal Data</p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> ● <i>Business contact details of Supplier Personnel for which the Supplier is the Controller,</i> ● <i>Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority’s duties under the Contract) for which the Relevant Authority is the Controller,</i> ● [Insert] <i>the scope of other Personal Data provided by one Party who is Controller to the other Party who will separately determine the nature and</i> |

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| | |
|--|--|
| | <p><i>purposes of its Processing the Personal Data on receipt e.g. where (1)</i></p> |
|--|--|

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| | |
|--|--|
| | <p><i>the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Relevant Authority cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by the Relevant Authority]</i></p> <p>[Guidance where multiple relationships have been identified above, please address the below rows in the table for in respect of each relationship identified]</p> |
| <p>Duration of the Processing</p> | <p><i>[Clearly set out the duration of the Processing including dates]</i></p> |
| <p>Nature and purposes of the Processing</p> | <p><i>[Please be as specific as possible, but make sure that you cover all intended purposes.</i></p> <p><i>The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</i></p> <p><i>The purpose might include: employment processing, statutory obligation, recruitment assessment etc.]</i></p> |
| <p>Type of Personal Data</p> | <p><i>[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.]</i></p> |
| <p>Categories of Data Subject</p> | <p><i>[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc.]</i></p> |
| <p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p> | <p><i>[Describe how long the data will be retained for, how it be returned or destroyed]</i></p> |

Call-Off Schedule 1 (Transparency Reports)
Call Off Def.

Call-Off Schedule 1 (Transparency Reports)

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

Call-Off Schedule 1 (Transparency Reports)
 Call Off Def.

Annex A: List of Transparency Reports

| Title | Content | Format | Frequency |
|--|--|--|--|
| Performance (DELIV.007 in Attachment 7.4_Non-Functional Requirements) | SLA | Report & at Monthly update meetings | Monthly |
| Performance (DELIV.007 in Attachment 7.4_Non-Functional Requirements) | KPI management | Report & at Monthly update meetings | Monthly |
| Compliance with IR35 (DELIV.024 DELIV.026–DELIV.027 in Attachment 7.4_Non-Functional Requirements) | Confirmation and compliance with IR35 requirements | Report | As required |
| Compliance with 30% SME commitment | Detailed spend summary of SME minimum 30% spend commitment | Update report & at Monthly update meetings | Monthly / Annually |
| Details of SMEs being utilised | Details of SMEs being utilised | Report | Quarterly |
| Timesheets and invoicing (DELIV.026–DELIV.027 in Attachment 7.4_Non-Functional Requirements) | As per DELIV.026-DELIV.027 | As per DELIV.026-DELIV.027 | As per DELIV.026-DELIV.027 |
| Security Management Plan (SEC.005 in Attachment 7.4_Non-Functional Requirements) (as per Call-Off-Schedule-9-Security) | As per Call-Off-Schedule-9-Security | As per Call-Off-Schedule-9-Security | Within 20 working days of contract signature. |
| Security Logs (SEC.002 & SEC.011 in Attachment 7.4_Non-Functional Requirements) | Supplier must maintain and provide logs and audit data upon request. | As per SEC.002 & SEC.011 in Attachment 7.4_Non-Functional Requirements | As per SEC.002 & SEC.011 in Attachment 7.4_Non-Functional Requirements |
| Sustainability criteria (SUS.001 & SUS.008 in Attachment 7.4_Non-Functional Requirements) | Annual sustainability progress report | Report | Quarterly / Annually as per SUS.001 & SUS.008 in Attachment |

Call-Off Schedule 1 (Transparency Reports)

Call Off Def:

| | | | |
|--|---|---------------|--|
| | <p>Quarterly sustainability operations report Quarterly social value update Annual progress reports on carbon reduction, supply chain data, and resilience.</p> | | <p>7.4_Non-Functional Requirements</p> |
| <p>Social Value (as per SUS.035 in Attachment 7.4_Non-Functional Requirements)</p> | <p>Regular updates on delivery of social value commitments.</p> | <p>Report</p> | <p>TBC</p> |

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref:

Call-Off Schedule 2 (Staff Transfer)

1. Definitions

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

| | |
|-----------------------------|--|
| "Employee Liability" | <p>1 all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:</p> <ul style="list-style-type: none"> a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments; b) unfair, wrongful or constructive dismissal compensation; c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay; d) compensation for less favourable treatment of part-time workers or fixed term employees; e) outstanding debts and unlawful deduction of wages including any PAYE and National Insurance Contributions in relation to payments made by the Buyer or the Replacement Supplier to a Transferring Supplier Employee which would have been payable by the Supplier or the Subcontractor if such payment should have been made prior to the Service Transfer Date and also including any payments arising in respect of pensions; f) claims whether in tort, contract or statute or otherwise; <p>any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;</p> |
|-----------------------------|--|

**Call-Off Schedule 2 (Staff
Transfer)**

Call-Off Ref:

| | |
|--------------------------|---|
| "Former Supplier" | a supplier supplying the Deliverables to the Buyer before the Relevant Transfer Date that are the same as or substantially similar to the Deliverables (or any part of the Deliverables) and shall include any Subcontractor of |
|--------------------------|---|

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref:

| | |
|---|---|
| | such supplier (or any Subcontractor of any such Subcontractor); |
| "Partial Termination" | the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 10.4 (When CCS or the Buyer can end this contract) or 10.6 (When the Supplier can end the contract); |
| "Relevant Transfer" | a transfer of employment to which the Employment Regulations applies; |
| "Relevant Transfer Date" | in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place, and for the purposes of Part D: Pensions, shall include the Commencement Date, where appropriate; |
| "Supplier's Final Supplier Personnel List" | a list provided by the Supplier of all Supplier Personnel whose will transfer under the Employment Regulations on the Service Transfer Date; |
| "Supplier's Provisional Supplier Personnel List" | a list prepared and updated by the Supplier of all Supplier Personnel who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier; |

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref:

| | |
|--------------------------------------|--|
| <p>"Staffing Information"</p> | <p>in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Buyer may reasonably request (subject to all applicable provisions of the Data Protection Laws), but including in an anonymised format:</p> <ul style="list-style-type: none"> (a) their ages, dates of commencement of employment or engagement, gender and place of work; (b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise; (c) the identity of the employer or relevant contracting Party; (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments; (e) their wages, salaries, bonuses and profit sharing arrangements as applicable; (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them; (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims); (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence; (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and (j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations; |
|--------------------------------------|--|

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref:

| | |
|---|--|
| "Term" | the period commencing on the Start Date and ending on the expiry of the Initial Period or any Extension Period or on earlier termination of the relevant Contract; |
| "Transferring Buyer Employees" | those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Supplier on or prior to the Relevant Transfer Date; |
| "Transferring Former Supplier Employees" | in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Supplier on or prior to the Relevant Transfer Date. |

2. INTERPRETATION

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

3. Which parts of this Schedule apply

Only the:

- 3.1 parts of this Schedule identified in the Order Form shall apply to this Call-Off Contract; or
- 3.2 following parts of this Schedule shall apply to this Call-Off Contract:

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

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

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref:

1. **PART A: STAFF TRANSFER AT THE START DATE**
2. **OUTSOURCING FROM THE BUYER**

1. What is a relevant transfer

1.1 The Buyer and the Supplier agree that:

- 1.1.1 the commencement of the provision of the Services or of each relevant part of the Services will be a Relevant Transfer in relation to the Transferring Buyer Employees; and
- 1.1.2 as a result of the operation of the Employment Regulations, the contracts of employment between the Buyer and the Transferring Buyer Employees (except in relation to any terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or any Subcontractor and each such Transferring Buyer Employee.
- 1.1.3 The Buyer shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of the Transferring Buyer Employees in respect of the period arising up to (but not including) the Relevant Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions.

2. Indemnities the Buyer must give

- 2.1 Subject to Paragraph 2.2, the Buyer shall indemnify the Supplier and any Sub-Contractor against any Employee Liabilities arising from or as a result of any act or omission by the indemnifying party in respect of any Transferring Buyer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Buyer Employee occurring before the Relevant Transfer Date.
- 2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Subcontractor whether occurring or having its origin before, on or after the Relevant Transfer Date.
- 2.3 Subject to Paragraphs 2.4 and 2.5, if any employee of the Buyer who is not identified as a Transferring Buyer Employee claims, or it is determined in relation to any employees of the Buyer, that his/her contract of employment has been transferred from the Buyer to the Supplier and/or any Subcontractor pursuant to the Employment Regulations then -
 - 2.3.1 the Supplier will, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing;
 - 2.3.2 the Buyer may offer employment to such person, or take such other steps as it considers appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Supplier;

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- 2.3.3 if such offer of employment is accepted, the Supplier shall immediately release the person from its employment;
- 2.3.4 if after the period referred to in Paragraph 2.3.2 no such offer has been made, or such offer has been made but not accepted, the Supplier may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Supplier's compliance with Paragraphs 2.3.1 to 2.3.4 the Buyer will indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in this Paragraph 2.3.

- 2.4 The indemnity in Paragraph 2.3 shall not apply to any claim:
 - 2.4.1 for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees in relation to any alleged act or omission of the Supplier and/or any Subcontractor; or
 - 2.4.2 any claim that the termination of employment was unfair because the Supplier and/or any Subcontractor neglected to follow a fair dismissal procedure.
- 2.5 The indemnity in Paragraph 2.3 shall not apply to any termination of employment occurring later than 3 Months from the Relevant Transfer Date.
- 2.6 If the Supplier and/or any Subcontractor at any point accept the employment of any person as is described in Paragraph 2.3, such person shall be treated as having transferred to the Supplier and/or any Subcontractor and the Supplier shall comply with such obligations as may be imposed upon it under applicable Law.

3. Indemnities the Supplier must give and its obligations

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

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insurance contributions and pension contributions and any other sums due under Part D: Pensions.

4. Information the Supplier must provide

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

5. Cabinet Office requirements

- 5.1 The Parties agree that the Principles of Good Employment Practice issued by the Cabinet Office in December 2010 apply to the treatment by the Supplier of employees whose employment begins after the Relevant Transfer Date, and the Supplier undertakes to treat such employees in accordance with the provisions of the Principles of Good Employment Practice.
- 5.2 The Supplier shall comply with any requirement notified to it by the Buyer relating to pensions in respect of any Transferring Buyer Employee as set down in (i) the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007; (ii) HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999; (iii) HM Treasury's guidance "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or (iv) the New Fair Deal.
- 5.3 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraphs 5.1 or 5.2 shall be agreed in accordance with the Variation Procedure.

6. Pensions

- 6.1 The Supplier shall comply with:
 - 6.1.1 all statutory pension obligations in respect of all Transferring Buyer Employees; and
 - 6.1.2 the provisions in Part D: Pensions.

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref:

- 3. PART B: STAFF TRANSFER AT THE START DATE**
- 4. TRANSFER FROM A FORMER SUPPLIER ON RE-PROCUREMENT**

1. What is a relevant transfer

- 1.1 The Buyer and the Supplier agree that:
 - 1.1.1 the commencement of the provision of the Services or of any relevant part of the Services will be a Relevant Transfer in relation to the Transferring Former Supplier Employees; and
 - 1.1.2 as a result of the operation of the Employment Regulations, the contracts of employment between each Former Supplier and the Transferring Former Supplier Employees (except in relation to any terms disapplied through the operation of regulation 10(2) of the Employment Regulations) shall have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or any Subcontractor and each such Transferring Former Supplier Employee.
- 1.2 The Buyer shall procure that each Former Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees in respect of the period up to (but not including) the Relevant Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions.

2. Indemnities given by the Former Supplier

- 2.1 Subject to Paragraph 2.2, the Buyer shall procure that each Former Supplier shall indemnify the Supplier and any Subcontractor against any Employee Liabilities arising from or as a result of any act or omission by the Former Supplier in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee arising before the Relevant Transfer Date;
- 2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Subcontractor whether occurring or having its origin before, on or after the Relevant Transfer Date.
- 2.3 Subject to Paragraphs 2.4 and 2.5, if any employee of a Former Supplier who is not identified as a Transferring Former Supplier Employee and claims, and/or it is determined, in relation to such person that his/her contract of employment has been transferred from a Former Supplier to the Supplier and/or any Notified Subcontractor pursuant to the Employment Regulations then:
 - 2.3.1 the Supplier will within 5 Working Days of becoming aware of that fact notify the Buyer and the relevant Former Supplier in writing;
 - 2.3.2 the Former Supplier may offer employment to such person, or take such other steps as it considers appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Supplier;

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- 2.3.3 if such offer of employment is accepted, the Supplier shall immediately release the person from its employment;
- 2.3.4 if after the period referred to in Paragraph 2.3.2 no such offer has been made, or such offer has been made but not accepted, the Supplier may within 5 Working Days give notice to terminate the employment of such person;
- 1. and subject to the Supplier's compliance with Paragraphs 2.3.1 to 2.3.4 the Buyer shall procure that the Former Supplier will indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Former Supplier's employees referred to in paragraph 2.3.
- 2.4 The indemnity in Paragraph 2.3 shall not apply to any claim:
 - 2.4.1 for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees, arising as a result of any alleged act or omission of the Supplier and/or any Subcontractor; or
 - 2.4.2 that the termination of employment was unfair because the Supplier and/or Subcontractor neglected to follow a fair dismissal procedure.
- 2.5 The indemnity in Paragraph 2.3 shall not apply to any termination of employment occurring later than 3 Months from the Relevant Transfer Date.
- 2.6 If the Supplier and/or any Subcontractor at any point accept the employment of any person as is described in Paragraph 2.3, such person shall be treated as having transferred to the Supplier and/or any Subcontractor and the Supplier shall comply with such obligations as may be imposed upon it under applicable Law.
- 3. Indemnities the Supplier must give and its obligations**
- 3.1 Subject to Paragraph 3.1, the Supplier shall indemnify the Buyer, and the Former Supplier against any Employee Liabilities arising from or as a result of any act or omission by the Supplier or any Subcontractor in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee whether occurring before, on or after the Relevant Transfer Date.
- 3.2 The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Former Supplier whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Former Supplier's failure to comply with its obligations under the Employment Regulations.
- 3.3 The Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees, on and from the Relevant Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE,

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national

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insurance contributions and pension contributions and all such sums due under Part D: Pensions.

4. Information the Supplier must give

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

5. Cabinet Office requirements

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

6. Limits on the Former Supplier's obligations

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

7. Pensions

- 7.1 The Supplier shall comply with:
- 7.1.1 all statutory pension obligations in respect of all Transferring Former Supplier Employees; and
 - 7.1.2 the provisions in Part D: Pensions.

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref:

PART C: No STAFF TRANSFER ON THE START DATE

1. What happens if there is a staff transfer

- 1.1 The Buyer and the Supplier agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of the Buyer and/or any Former Supplier.
- 1.2 Subject to Paragraphs 1.3, 1.4 and 1.5, if any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Subcontractor pursuant to the Employment Regulations then:
- 1.2.1 the Supplier will, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing;
 - 1.2.2 the Buyer may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Supplier;
 - 1.2.3 if such offer of employment is accepted, the Supplier shall immediately release the person from its employment;
 - 1.2.4 if after the period referred to in paragraph 1.2.2 no such offer has been made, or such offer has been made but not accepted, the Supplier may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Supplier's compliance with Paragraphs 1.2.1 to 1.2.4:

- (a) the Buyer will indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in Paragraph 1.2; and
 - (b) the Buyer will procure that the Former Supplier indemnifies the Supplier and/or any Subcontractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2.
- 1.3 The indemnities in Paragraph 1.2 shall not apply to any claim:
- 1.3.1 for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees in relation to any alleged act or omission of the Supplier and/or Subcontractor; or
 - 1.3.2 any claim that the termination of employment was unfair because the Supplier and/or any Subcontractor neglected to follow a fair dismissal procedure

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- 1.4 The indemnities in Paragraph 1.2 shall not apply to any termination of employment occurring later than 3 Months from the Commencement Date.
- 1.5 If the Supplier and/or the Subcontractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Subcontractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.

2. Limits on the Former Supplier's obligations

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

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5. **PART D: PENSIONS**

1. **Definitions**

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

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

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Call-Off Ref:

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| <p>"Fair Deal Employees"</p> | <p>those:</p> <ul style="list-style-type: none"> (a) Transferring Buyer Employees; and/or (b) Transferring Former Supplier Employees; and/or (c) employees who are not Transferring Buyer Employees or Transferring Former Supplier Employees but to whom the Employment Regulations apply on the Relevant Transfer Date to transfer their employment to the Supplier or a Subcontractor, and whose employment is not terminated in accordance with the provisions of Paragraphs 2.3.4 of Parts A or B or Paragraph 1.2.4 of Part C; (d) where the Former Supplier becomes the Supplier those employees; <p>who at the Commencement Date or Relevant Transfer Date (as appropriate) are or become entitled to New Fair Deal protection in respect of any of the Statutory Schemes as notified by the Buyer;</p> |
| <p>"Fair Deal Schemes"</p> | <p>means the relevant Statutory Scheme or a Broadly Comparable pension scheme;</p> |
| <p>"Fund Actuary"</p> | <p>means Fund Actuary as defined in Annex D3 to this Part D;</p> |
| <p>"LGPS"</p> | <p>the schemes as defined in Annex D3 to this Part D;</p> |
| <p>"NHSPS"</p> | <p>the schemes as defined in Annex D2 to this Part D;</p> |
| <p>"New Fair Deal"</p> | <p>the revised Fair Deal position set out in the HM Treasury guidance: "<i>Fair Deal for Staff Pensions: Staff Transfer from Central Government</i>" issued in October 2013 including:</p> <ul style="list-style-type: none"> (a) any amendments to that document immediately prior to the Relevant Transfer Date; and (b) any similar pension protection in accordance with the subsequent Annex D1-D3 inclusive as notified to the Supplier by the CCS or Buyer; and |
| <p>"Statutory Schemes"</p> | <p>means the CSPS, NHSPS or LGPS.</p> |

2. Supplier obligations to participate in the pension schemes

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

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- 2.2 The Supplier undertakes to do all such things and execute any documents (including any relevant Admission Agreement and/or Direction Letter, if necessary) as may be required to enable the Supplier to participate in the appropriate Statutory Scheme in respect of the Fair Deal Employees and shall bear its own costs in such regard.
- 2.3 The Supplier undertakes:
- 2.3.1 to pay to the Statutory Schemes all such amounts as are due under the relevant Admission Agreement and/or Direction Letter or otherwise and shall deduct and pay to the Statutory Schemes such employee contributions as are required; and
 - 2.3.2 to be fully responsible for all other costs, contributions, payments and other amounts relating to its participation in the Statutory Schemes, including for the avoidance of doubt any exit payments and the costs of providing any bond, indemnity or guarantee required in relation to such participation.

3. Supplier obligation to provide information

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

4. Indemnities the Supplier must give

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

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Call-Off Ref:

4.2.2 arise out of the failure of the Supplier and/or any relevant Subcontractor to comply with the provisions of this Part D before the date of termination or expiry of this Contract.

4.3 The indemnities in this Part D and its Annexes:

4.3.1 shall survive termination of this Contract; and

4.3.2 shall not be affected by the caps on liability contained in Clause 11 (How much you can be held responsible for).

5. What happens if there is a dispute

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

5.1.1 who will act as an expert and not as an arbitrator;

5.1.2 whose decision will be final and binding on the CCS and/or the Buyer and/or the Supplier; and

5.1.3 whose expenses shall be borne equally by the CCS and/or the Buyer and/or the Supplier unless the independent Actuary shall otherwise direct.

6. Other people's rights

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

6.2 Further, the Supplier must ensure that the CRTPA will apply to any Sub-Contract to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to them by the Subcontractor in his or her or its own right under section 1(1) of the CRTPA.

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

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

7.1.1 commits an irremediable breach of any provision or obligation it has under this Part D; or

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

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8. Transferring New Fair Deal Employees

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

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

9. What happens to pensions if this Contract ends

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

10. Broadly Comparable Pension Schemes

10.1 If either:

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

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

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

- 10.2.1 supply to the Buyer details of its (or its Subcontractor's) Broadly Comparable pension scheme and provide a full copy of the valid

**Call-Off Schedule 2 (Staff
Transfer)**

Call-Off Ref:

certificate of broad comparability covering all relevant Fair Deal

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref:

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

Call-Off Schedule 2 (Staff Transfer)

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Annex D1:

Civil Service Pensions Schemes (CSPS)

1. Definitions

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

| | |
|-----------------------------------|---|
| "CSPS Admission Agreement" | an admission agreement in the form available on the Civil Service Pensions website immediately prior to the Relevant Transfer Date to be entered into for the CSPS in respect of the Services; |
| "CSPS Eligible Employee" | any Fair Deal Employee who at the relevant time is an eligible employee as defined in the CSPS Admission Agreement; |
| "CSPS" | the Principal Civil Service Pension Scheme available to Civil Servants and employees of bodies under Schedule 1 of the Superannuation Act 1972 (and eligible employees of other bodies admitted to participate under a determination under section 25 of the Public Service Pensions Act 2013), as governed by rules adopted by Parliament; the Partnership Pension Account and its (i) Ill health Benefits Arrangements and (ii) Death Benefits Arrangements; the Civil Service Additional Voluntary Contribution Scheme; [Delete after 30 September 2018: the Designated Stakeholder Pension Scheme which is scheduled to close to new members in September 2018] and "alpha" introduced under The Public Service (Civil Servants and Others) Pensions Regulations 2014. |

2. Access to equivalent pension schemes after transfer

- 2.1 The Supplier shall procure that the Fair Deal Employees, shall be either admitted into, or offered continued membership of, the relevant section of the CSPS that they currently contribute to, or were eligible to join immediately prior to the Relevant Transfer Date or became eligible to join on the Relevant Transfer Date and the Supplier shall procure that the Fair Deal Employees continue to accrue benefits in accordance with the provisions governing the relevant section of the CSPS for service from (and including) the Relevant Transfer Date.
- 2.2 The Supplier undertakes that should it cease to participate in the CSPS for whatever reason at a time when it has CSPS Eligible Employees, that it will, at no extra cost to the Buyer, provide to any Fair Deal Employee who immediately prior to such cessation of participation remained a CSPS Eligible Employee with access to a pension scheme which is Broadly Comparable to the CSPS on the date the CSPS Eligible Employees ceased to participate in the CSPS.

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Annex D2: NHS Pension Schemes

1. Definitions

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

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| "Direction Letter" | NHS Pensions Direction or Determination (as appropriate) issued by the Secretary of State in exercise of the powers conferred by section 7 of the Superannuation (Miscellaneous Provisions) Act 1967 or by section 25 of the Public Service Pensions Act 2013 (as appropriate) and issued to the Supplier or a Subcontractor of the Supplier (as appropriate) relating to the terms of participation of the Supplier or Subcontractor in the NHSPS in respect of the NHSPS Eligible Employees; |
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| <p>"NHSPS Eligible Employees"</p> | <p>h of the Fair Deal Employees who at a Relevant Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to be or become a member of, the NHSPS as a result of either:</p> <ul style="list-style-type: none"> (a) their employment with the Buyer, an NHS Body or other employer which participates automatically in the NHSPS; or (b) their employment with a Former Supplier who provides access to the NHSPS pursuant to an NHS Pensions Direction or Determination (as appropriate) issued by the Secretary of State in exercise of the powers conferred by section 7 of the Superannuation (Miscellaneous Provisions) Act 1967 or by section 25 of the Public Service Pensions Act 2013 (as appropriate) in respect of their employment with that Former Supplier (on the basis that they are entitled to protection under New Fair Deal and were permitted to re-join the NHSPS, having been formerly in employment with the Buyer, an NHS Body or other employer who participated automatically in the NHSPS in connection with the Services, prior to being employed by the Former Supplier), <p>, in each case, being continuously engaged for more than fifty per cent (50%) of their employed time in the delivery of services (the same as or similar to the Services).</p> <p>the avoidance of doubt, an individual who is in or entitled to become a member of the NHSPS as a result of being engaged in the Services and being covered by an "open" Direction Letter or other NHSPS "access" facility but who has never been employed directly by an NHS Body (or other body which participates automatically in the NHSPS) is not an NHSPS Eligible Employee;</p> |
| <p>"NHS Body"</p> | <p>the meaning given to it in section 275 of the National Health Service Act 2006 as amended by section 138(2)(c) of Schedule 4 to the Health and Social Care Act 2012;</p> |
| <p>"NHS Pensions"</p> | <p>NHS Pensions as the administrators of the NHSPS or such other body as may from time to time be</p> |

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| | responsible for relevant administrative functions of the NHSPS; |
| "NHSPS" | National Health Service Pension Scheme for England and Wales, established pursuant to the Superannuation Act 1972 and governed by subsequent regulations under that Act including the NHS Pension Scheme Regulations; |
| "NHS Pension Scheme Arrears" | failure on the part of the Supplier or its Subcontractors (if any) to pay employer's contributions or deduct and pay across employee's contributions to the NHSPS or meet any other financial obligations under the NHSPS or any Direction Letter in respect of the NHSPS Eligible Employees; |
| "NHS Pension Scheme Regulations" | appropriate, any or all of the National Health Service Pension Scheme Regulations 1995 (SI 1995/300), the National Health Service Pension Scheme Regulations 2008 (SI 2008/653), the National Health Service Pension Scheme Regulations 2015 (2015/94) and any subsequent regulations made in respect of the NHSPS, each as amended from time to time; |
| "NHS Premature Retirement Rights" | rights to which any Fair Deal Employee (had they remained in the employment of the Buyer, an NHS Body or other employer which participates automatically in the NHSPS) would have been or are entitled under the NHS Pension Scheme Regulations, the NHS Compensation for Premature Retirement Regulations 2002 (SI 2002/1311), the NHS (Injury Benefits) Regulations 1995 (SI 1995/866) and section 45 of the General Whitley Council conditions of service, or any other legislative or contractual provision which replaces, amends, extends or consolidates the same from time to time; |
| "Pension Benefits" | benefits payable in respect of an individual (including but not limited to pensions related allowances and lump sums) relating to old age, invalidity or survivor's benefits provided under an occupational pension scheme; and |
| "Retirement Benefits Scheme" | pension scheme registered under Chapter 2 of Part 4 of the Finance Act 2004. |

2. Membership of the NHS Pension Scheme

2.1 In accordance with New Fair Deal, the Supplier and/or any of its Subcontractors to which the employment of any NHSPS Eligible Employee compulsorily transfers as a result of the award of this Contract, if not an NHS Body or other employer which participates automatically in the NHSPS, must by or as soon as reasonably

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practicable after the Relevant Transfer Date, each secure a Direction Letter to enable the NHSPS Eligible Employees to retain either continuous active membership of or eligibility for, the NHSPS for so long as they remain employed in connection with the delivery of the Services under this Contract, and have a right to membership or eligibility of that scheme under the terms of the Direction Letter.

- 2.2 The Supplier must supply to the Buyer by or as soon as reasonably practicable after the Relevant Transfer Date a complete copy of each Direction Letter.
- 2.3 The Supplier must ensure (and procure that each of its Subcontractors (if any) ensures) that all of its NHSPS Eligible Employees have a contractual right to continuous active membership of or eligibility for the NHSPS for so long as they have a right to membership or eligibility of that scheme under the terms of the Direction Letter.
- 2.4 The Supplier will (and will procure that its Subcontractors (if any) will) comply with the terms of the Direction Letter, the NHS Pension Scheme Regulations (including any terms which change as a result of changes in Law) and any relevant policy issued by the Department of Health in respect of the NHSPS Eligible Employees for so long as it remains bound by the terms of any such Direction Letter.
- 2.5 Where any employee omitted from the Direction Letter supplied in accordance with Paragraph 2 of this Annex are subsequently found to be an NHSPS Eligible Employee, the Supplier will (and will procure that its Subcontractors (if any) will) treat that person as if they had been an NHSPS Eligible Employee from the Relevant Transfer Date so that their Pension Benefits and NHS Premature Retirement Rights are not adversely affected.
- 2.6 The Supplier will (and will procure that its Subcontractors (if any) will) as soon as reasonably practicable and at its (or its Subcontractor's) cost, obtain any guarantee, bond or indemnity that may from time to time be required by the Secretary of State for Health.

3. Access to NHS Pension Schemes after transfer

The Supplier will procure that with effect from the Relevant Transfer Date the NHSPS Eligible Employees shall be either eligible for or remain in continuous active membership of (as the case may be) the NHSPS for employment from (and including) the Relevant Transfer Date.

4. Continuation of early retirement rights after transfer

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

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

- 5.1 The Supplier agrees that the Buyer is entitled to make arrangements with NHS

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Pensions for the Buyer to be notified if the Supplier (or its Subcontractor) breaches the terms of its Direction Letter. Notwithstanding the provisions of the foregoing, the

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Supplier shall notify the Buyer in the event that it (or its Subcontractor) breaches the terms of its Direction Letter.

- 5.2 If the Buyer is entitled to terminate the Contract or the Supplier (or its Subcontractor, if relevant) ceases to participate in the NHSPS for whatever other reason, the Buyer may in its sole discretion, and instead of exercising its right to terminate this Contract where relevant, permit the Supplier (or any such Subcontractor, as appropriate) to offer Broadly Comparable Pension Benefits, on such terms as decided by the Buyer. The provisions of Paragraph 10 (Bulk Transfer Obligations in relation to any Broadly Comparable pension scheme) of Part D: Pensions shall apply in relation to any Broadly Comparable pension scheme established by the Supplier or its Subcontractors.
- 5.3 In addition to the Buyer's right to terminate the Contract, if the Buyer is notified by NHS Pensions of any NHS Pension Scheme Arrears, the Buyer will be entitled to deduct all or part of those arrears from any amount due to be paid under this Contract or otherwise.

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

- 6.1 If the Supplier (or its Subcontractor, if relevant) is unable to provide the NHSPS Eligible Employees with either:
- 6.1.1 membership of the NHSPS (having used its best endeavours to secure a Direction Letter); or
 - 6.1.2 access to a Broadly Comparable pension scheme,
- the Buyer may in its sole discretion permit the Supplier (or any of its Subcontractors) to compensate the NHSPS Eligible Employees in a manner that is Broadly Comparable or equivalent in cash terms, the Supplier (or Subcontractor as relevant) having consulted with a view to reaching agreement with any recognised trade union or, in the absence of such body, the NHSPS Eligible Employees. The Supplier must meet (or must procure that the relevant Subcontractor meets) the costs of the Buyer determining whether the level of compensation offered is reasonable in the circumstances.
- 6.2 This flexibility for the Buyer to allow compensation in place of Pension Benefits is in addition to and not instead of the Buyer's right to terminate the Contract.

7. Indemnities that a Supplier must give

- 7.1 The Supplier must indemnify and keep indemnified the CCS, the Buyer and any Replacement Supplier against all Losses arising out of any claim by any NHSPS Eligible Employee that the provision of (or failure to provide) Pension Benefits and NHS Premature Retirement Rights from the Relevant Transfer Date, or the level of such benefit provided, constitutes a breach of his or her employment rights.
- 7.2 The Supplier must indemnify and keep indemnified the Buyer, NHS Pensions and any Replacement Supplier against all Losses arising out of the Supplier (or its Subcontractor) allowing anyone who is not an NHSPS Eligible Employee to join or claim membership of the NHSPS at any time during the Contract Period.

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8. Subcontractors

- 8.1 If the Supplier enters into a Sub-Contract for the delivery of all or part or any component of the Services which will involve the transfer of employment of any NHSPS Eligible Employee it will impose obligations on its Subcontractor in identical terms as those imposed on the Supplier in relation to Pension Benefits and NHS Premature Retirement Rights by this Annex, including requiring that:
- 8.1.1 if the Supplier has secured a Direction Letter, the Subcontractor also secures a Direction Letter in respect of the NHSPS Eligible Employees for their future service with the Subcontractor as a condition of being awarded the Sub-Contract and the Supplier shall be responsible for ensuring that the Buyer receives a complete copy of each such Subcontractor direction letter as soon as reasonably practicable; or
 - 8.1.2 if, in accordance with Paragraph 4 of this Annex, the Supplier has offered the NHSPS Eligible Employees access to a pension scheme under which the benefits are Broadly Comparable to those provided under the NHSPS, the Subcontractor either secures a Direction Letter in respect of the NHSPS Eligible Employees or (with the prior consent of the Buyer) provides NHSPS Eligible Employees with access to a scheme with Pension Benefits which are Broadly Comparable to those provided under the NHSPS whereupon the provisions of Paragraph 10 below (Bulk Transfer Obligations in relation to any Broadly Comparable Scheme) shall apply.
- 8.2 The Supplier shall procure that each Subcontractor provides indemnities to the Buyer, NHS Pensions and/or any Replacement Supplier and/or Replacement Subcontractor that are identical to the indemnities set out in Paragraph 7 of this Annex D2. Where a Subcontractor fails to satisfy any claim made under such one or more indemnities, the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.

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Annex D3:

Local Government Pension Schemes (LGPS)

[Guidance: Note the LGPS unlike the CSPS & NHSPS is a funded scheme which has associated cost implications as follows:

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

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

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

1. Definitions

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

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| "Administering Authority" | relation to the Fund [insert name] , the relevant Administering Authority of that Fund for the purposes of the Local Government Pension Scheme Regulations 2013; |
| "Fund Actuary" | actuary to a Fund appointed by the Administering Authority of that Fund; |
| "Fund" | [insert name], a pension fund within the LGPS; |
| "LGPS" | Local Government Pension Scheme as governed by the LGPS Regulations, and any other regulations (in each case as amended from time to time) which are from time to time applicable to the Local Government Pension Scheme; |
| "LGPS Admission Agreement" | admission agreement within the meaning in Schedule 1 of the Local Government Pension Scheme Regulations 2013; |
| "LGPS Admission Body" | admission body (within the meaning of Part 3 of Schedule 2 of the Local Government Pension Scheme Regulations 2013); |

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| <p>"LGPS Eligible Employees"</p> | <p>Fair Deal Employee who at the relevant time is an eligible employee as defined in the LGPS Admission Agreement or otherwise any Fair Deal Employees who immediately before the Relevant Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to be or become a member of, the LGPS or of a scheme Broadly Comparable to the LGPS; and</p> |
| <p>"LGPS Regulations"</p> | <p>Local Government Pension Scheme Regulations 2013 (SI 2013/2356) and The Local Government Pension Scheme (Transitional Provisions, Savings and Amendment) Regulations 2014, and any other regulations (in each case as amended from time to time) which are from time to time applicable to the LGPS.</p> |

2. Supplier must become a LGPS admission body

- 2.1 Where the Supplier employs any LGPS Eligible Employees from a Relevant Transfer Date, the Supplier shall become an LGPS Admission Body and shall on or before the Relevant Transfer Date enter into a LGPS Admission Agreement with the Administering Authority which will have effect from and including the Relevant Transfer Date.
- 2.2 The LGPS Admission Agreement must ensure that all LGPS Eligible Employees covered by that Agreement who were active LGPS members immediately before the Relevant Transfer Date are admitted to the LGPS with effect on and from the Relevant Transfer Date. Any LGPS Eligible Employees who were eligible to join the LGPS but were not active LGPS members immediately before the Relevant Transfer Date must retain the ability to join the LGPS after the Relevant Transfer Date if they wish to do so.
- 2.3 The Supplier shall provide any indemnity, bond or guarantee required by an Administering Authority in relation to an LGPS Admission Agreement.
- 2.4 The Supplier shall not automatically enrol or re-enrol for the purposes of the Pensions Act 2008 any LGPS Eligible Employees in any pension scheme other than the LGPS.

3. Right of set-off

The Buyer shall have a right to set off against any payments due to the Supplier under the Contract an amount equal to any overdue employer and employee contributions and other payments (and interest payable under the LGPS Regulations) due from the Supplier (or from any relevant Subcontractor) under an LGPS Admission Agreement and shall pay such amount to the relevant Fund.

4. Supplier ceases to be an LGPS Admission Body

If the Supplier employs any LGPS Eligible Employees from a Relevant Transfer Date and the Supplier either cannot or does not participate in the LGPS, the Supplier shall offer

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such LGPS Eligible Employee membership of a pension scheme Broadly Comparable to the LGPS.

5. Discretionary benefits

Where the Supplier is an LGPS Admission Body, the Supplier shall award benefits to the LGPS Eligible Employees under the LGPS in circumstances where the LGPS Eligible Employees would have received such benefits had they still been employed by their previous employer. Where such benefits are of a discretionary nature, they shall be awarded on the basis of the previous employer's written policy in relation to such benefits at the time of the Relevant Transfer Date.

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Annex D4: Other Schemes

[Guidance: Placeholder for Pension Schemes other than LGPS, CSPS & NHSPS]

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Part E: Staff Transfer on Exit

1. Obligations before a Staff Transfer

- 1.1 The Supplier agrees that within 20 Working Days of the earliest of:
- 1.1.1 receipt of a notification from the Buyer of a Service Transfer or intended Service Transfer;
 - 1.1.2 receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract;
 - 1.1.3 the date which is 12 Months before the end of the Term; and
 - 1.1.4 receipt of a written request of the Buyer at any time (provided that the Buyer shall only be entitled to make one such request in any 6 Month period),

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

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

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

not make, promise, propose, permit or implement any material changes to the terms

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and conditions of (i) employment and/or (ii) pensions, retirement and death benefits (including not to make pensionable any category of earnings which were not previously pensionable or reduce the pension contributions payable) of the Supplier Personnel (including any payments connected with the termination of employment);

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

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- (unless otherwise instructed by the Buyer (acting reasonably));
- 1.5.10 not to adversely affect pension rights accrued by all and any Fair Deal Employees in the period ending on the Service Transfer Date;

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- 1.5.11 fully fund any Broadly Comparable pension schemes set up by the Supplier;
 - 1.5.12 maintain such documents and information as will be reasonably required to manage the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Subcontractor in the provision of the Services on the expiry or termination of this Contract (including without limitation identification of the Fair Deal Employees);
 - 1.5.13 promptly provide to the Buyer such documents and information mentioned in Paragraph 3.1.1 of Part D: Pensions which the Buyer may reasonably request in advance of the expiry or termination of this Contract; and
 - 1.5.14 fully co-operate (and procure that the trustees of any Broadly Comparable pension scheme shall fully co-operate) with the reasonable requests of the Supplier relating to any administrative tasks necessary to deal with the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Subcontractor in the provision of the Services on the expiry or termination of this Contract.
- 1.6 On or around each anniversary of the Effective Date and up to four times during the last 12 Months of the Term, the Buyer may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within 20 Working Days of receipt of a written request the Supplier shall provide such information as the Buyer may reasonably require which shall include:
- 1.6.1 the numbers of employees engaged in providing the Services;
 - 1.6.2 the percentage of time spent by each employee engaged in providing the Services;
 - 1.6.3 the extent to which each employee qualifies for membership of any of the Fair Deal Schemes (as defined in Part D: Pensions); and
 - 1.6.4 a description of the nature of the work undertaken by each employee by location.
- 1.7 The Supplier shall provide all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Subcontractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Supplier shall provide to the Buyer or, at the direction of the Buyer, to any Replacement Supplier and/or any Replacement Subcontractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:
- 1.7.1 the most recent month's copy pay slip data;
 - 1.7.2 details of cumulative pay for tax and pension purposes;

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- 1.7.3 details of cumulative tax paid;
- 1.7.4 tax code;
- 1.7.5 details of any voluntary deductions from pay; and
- 1.7.6 bank/building society account details for payroll purposes.

2. Staff Transfer when the contract ends

- 2.1 A change in the identity of the supplier of the Services (or part of the Services), howsoever arising, may constitute a Relevant Transfer to which the Employment Regulations will apply. The Buyer and the Supplier agree that where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Subcontractor (as the case may be) and each such Transferring Supplier Employee.
- 2.2 The Supplier shall comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Fair Deal Schemes (as defined in Part D: Pensions).
- 2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor against any Employee Liabilities arising from or as a result of any act or omission of the Supplier or any Subcontractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date.
- 2.4 The indemnity in paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Subcontractor whether occurring or having its origin before, on or after the Service Transfer Date.
- 2.5 Subject to Paragraphs 2.6 and 2.7, if any employee of the Supplier who is not identified in the Supplier's Final Transferring Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Subcontractor pursuant to the Employment Regulations then.
 - 2.5.1 the Replacement Supplier and/or Replacement Subcontractor will, within 5 Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing;
 - 2.5.2 the Supplier may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Subcontractor;

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- 2.5.3 if such offer of employment is accepted, the Replacement Supplier and/or Replacement Subcontractor shall immediately release the person from its employment;
 - 2.5.4 if after the period referred to in Paragraph 2.5.2 no such offer has been made, or such offer has been made but not accepted, the Replacement Supplier and/or Replacement Subcontractor may within 5 Working Days give notice to terminate the employment of such person;
 - 2.5.5 and subject to the Replacement Supplier's and/or Replacement Subcontractor's compliance with Paragraphs 2.5.1 to 2.5.4 the Supplier will indemnify the Replacement Supplier and/or Replacement Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees referred to in Paragraph 2.5.
- 2.6 The indemnity in Paragraph 2.5 shall not apply to:
 - 2.6.1 (a) any claim for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief, or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees, arising as a result of any alleged act or omission of the Replacement Supplier and/or Replacement Subcontractor, or
 - 2.6.2 (b) any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Subcontractor neglected to follow a fair dismissal procedure.
- 2.7 The indemnity in Paragraph 2.5 shall not apply to any termination of employment occurring later than 3 Months from the Service Transfer Date.
- 2.8 If at any point the Replacement Supplier and/or Replacement Subcontractor accepts the employment of any such person as is described in Paragraph 2.5, such person shall be treated as a Transferring Supplier Employee and Paragraph 2.5 shall cease to apply to such person.
- 2.9 The Supplier shall promptly provide the Buyer and any Replacement Supplier and/or Replacement Subcontractor, in writing such information as is necessary to enable the Buyer, the Replacement Supplier and/or Replacement Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Replacement Supplier and/or Replacement Subcontractor, shall promptly provide to the Supplier and each Subcontractor in writing such information as is necessary to enable the Supplier and each Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.
- 2.10 Subject to Paragraph 2.9, the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Subcontractor and its Subcontractors against any Employee Liabilities arising from or as a result of any act or omission, whether occurring before, on or after the Service Transfer Date, of the Replacement Supplier and/or Replacement Subcontractor in respect of any Transferring Supplier Employee or any appropriate

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representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee.

- 2.11 The indemnity in Paragraph 2.10 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Sub-contractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Subcontractor (as applicable) to comply with its obligations under the Employment Regulations, or to the extent the Employee Liabilities arise out of the termination of employment of any person who is not identified in the Supplier's Final Supplier Personnel List in accordance with Paragraph 2.5 (and subject to the limitations set out in Paragraphs 2.6 and 2.7 above).

Call-Off Schedule 3 (Continuous Improvement)

Call-Off Ref:

Call-Off Schedule 3 (Continuous Improvement)

1. Buyer's Rights

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

2. Supplier's Obligations

2.1 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.

2.2 The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.

2.3 In addition to Paragraph 2.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:

- 2.3.1 identifying the emergence of relevant new and evolving technologies;
- 2.3.2 changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
- 2.3.3 new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
- 2.3.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.

Call-Off Schedule 3 (Continuous Improvement)

Call-Off Ref:

- 2.4 The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Buyer for Approval within one hundred (100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.
- 2.5 The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.
- 2.6 The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.
- 2.7 If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer or CCS.
- 2.8 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 2.5:
 - 2.8.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
 - 2.8.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.
- 2.9 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph 2.3.
- 2.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
- 2.11 Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.
- 2.12 At any time during the Contract Period of the Call-Off Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so

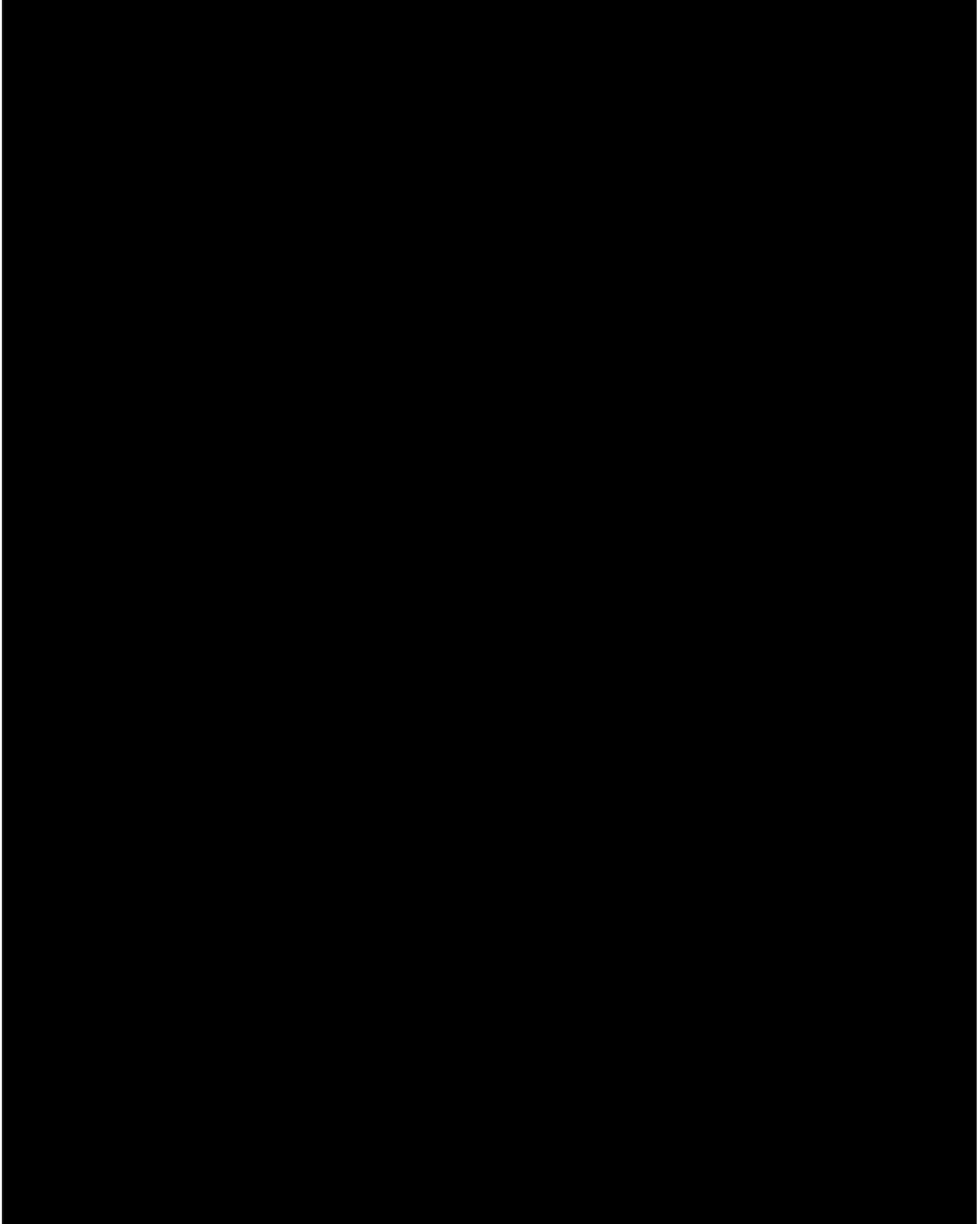
Call-Off Schedule 3 (Continuous Improvement)

Call-Off Ref:

as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio

Response to Q5.1 - Sustainability (inclusive of Social Value): SME

Call-Off Schedule 4 (Call Off Tender)



Call-Off Schedule 5 (Call-Off Pricing)
Call off ref:

Call-Off Schedule 5 (Pricing Details and Expenses Policy)

1. Call-Off Contract Charges

1.1 The Supplier shall ensure:

1.1.1 as part of the Further Competition Procedure, its pricing for the Deliverables are in accordance with the Buyer's Statement of Requirements which shall be no greater than those based on the Framework Prices set out in Framework Schedule 3 (Framework Prices).

1.1.2 that all applicable Charges shall be calculated in accordance with the Pricing Mechanism detailed in the Order Form (and, if applicable, each SOW) using the following:

- (a) the agreed Day Rates or other rates specified in this Schedule for Supplier Staff providing the Deliverables (which are exclusive of any applicable expenses and VAT);
- (b) the number of Work Days, or pro rata portion of a Work Day, that Supplier Staff work solely to provide the Deliverables and meet the tasks sets out in the Order Form and, if applicable, each SOW (between the applicable SOW Start Date and SOW End Date).

1.2 Further to Paragraph 1.2 of Framework Schedule 3 (Framework Pricing), the Supplier will provide a detailed breakdown of its Charges for the Deliverables in sufficient detail to enable the Buyer to verify the accuracy of any invoice submitted.

This detailed breakdown will be incorporated into each SOW and include (but will not be limited to):

- a role description of each member of the Supplier Staff;
- a facilities description (if applicable);

Call-Off Schedule 5 (Call-Off Pricing)

Call off ref:

- the agreed Day Rate for each Supplier Staff;
- any expenses charged for in relation to each Work Day for each Supplier Staff, which must be in accordance with the Buyer's Expenses Policy (if applicable);
- the number of Work Days, or pro rata for every part day, they will be actively be engaged in providing the Deliverables between the SOW Start Date and SOW End Date; and
- the total SOW cost for all Supplier Staff role and facilities in providing the Deliverables.

1.3 If a Capped Time and Materials or Fixed Price has been agreed for a particular SOW:

- the Supplier shall continue to work on the Deliverables until they are satisfactorily complete and accepted by the Buyer at its own cost and expense where the Capped or Fixed Price is exceeded; and
- the Buyer will have no obligation or liability to pay any additional Charges or cost of any part of the Deliverables yet to be completed and/or Delivered after the Capped or Fixed Price is exceeded by the Supplier.

1.4 All risks or contingencies will be included in the Charges. The Parties agree that the following assumptions, representations, risks and contingencies will apply in relation to the Charges:

1.4.1 There is no expectation that any consultant shall be required to travel and only travel directly needed for delivery of outcomes can be charged and all/any expenses must be pre-approved by Buyer. All expenses must be claimed in accordance with the prevailing expenses policy operated by the Buyer. Invoices including claims for expenses which do not comply with this policy will be rejected in their entirety.

1.4.2 The Supplier shall ensure that all individuals engaged in the delivery of the contracted services are either:

1. Direct employees of the Supplier or its approved Subcontractors,

Call-Off Schedule 5 (Call-Off

Pricing)

Call off ref:

or

2. Employed via a UK-based, Complaint FCSA-accredited Umbrella Company or PAYE payroll provider.

If Personal Service Companies (PSCs) are used, the Buyer shall be responsible for determining the IR35 status of the engagement and issuing a Status Determination Statement (SDS) as required by law.

The Supplier shall be fully responsible for ensuring compliance with all applicable employment tax obligations, including PAYE, National Insurance Contributions, and any other statutory deductions for all personnel engaged in the delivery of services.

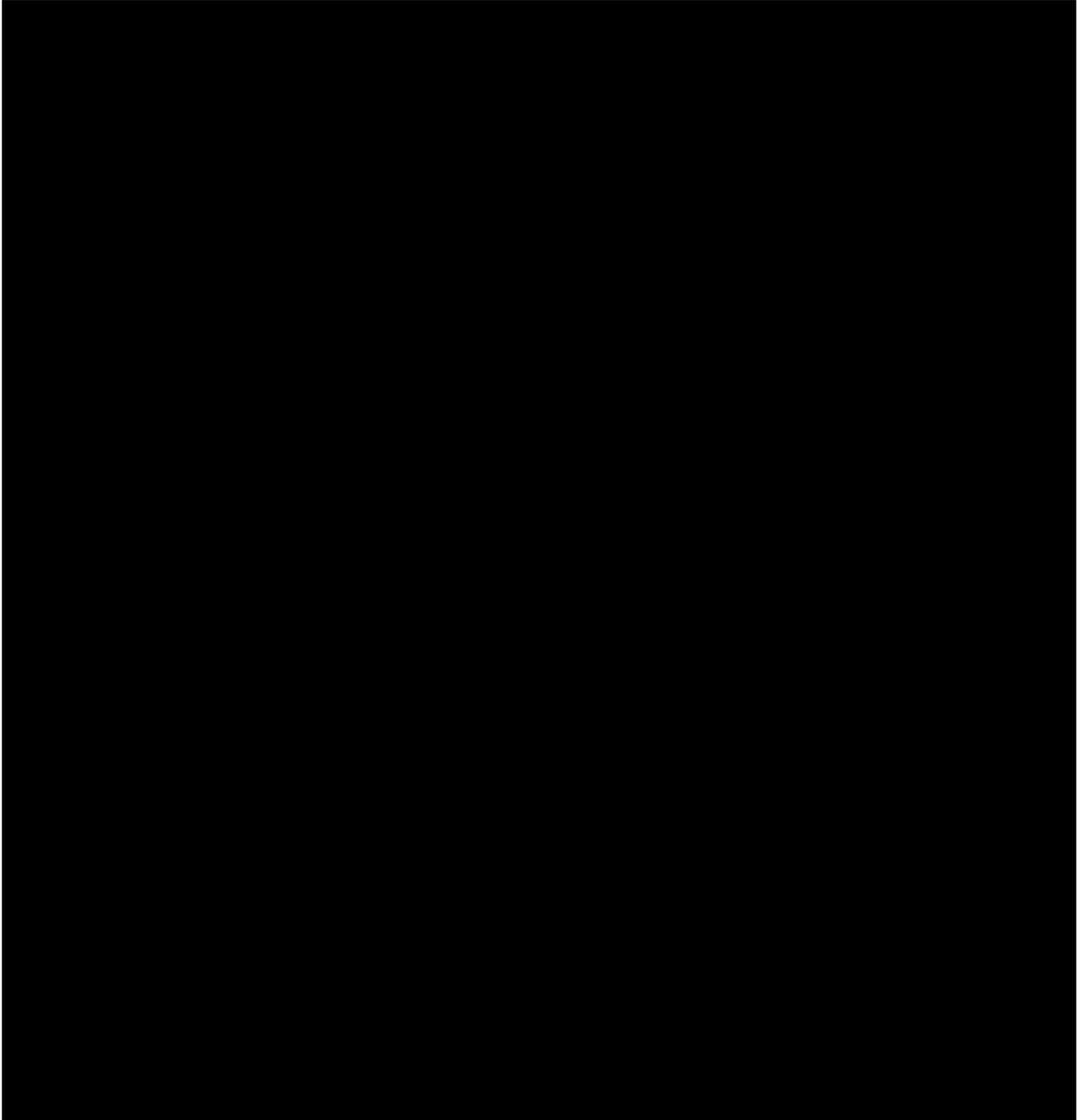
The Supplier needs to inform the Buyer of any changes in workers and worker employment status.

The Buyer shall not be held liable for any tax, employment, or IR35-related liabilities arising from the Supplier's or its Subcontractors' engagement of workers. The Supplier shall indemnify and hold harmless the Buyer against any such liabilities, claims, or penalties.

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

Call off ref:

Attachment 4.3 Pricing-Schedule Service Type 3 v1.2



Call-Off Schedule 5 (Call-Off Pricing)
Call off ref:

Annex 1 (Expenses Policy)

See Document Appendix 1_Buyer Expenses Policy

CONTROLLED CONTENT

Internal policy: LIT 73664 Published: 11/06/2025

Consolidated Expense policy May 2025

Audience: APHA, Defra, Environment Agency, Natural England, RPA

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Call-Off Schedule 5 (Call-Off Pricing)

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Background

Find out more and give feedback on this content - view the [content landing page](#). • The purpose of this Policy is to establish firm ground rules, guiding principles and procedures for incurring travel and subsistence costs in the course of official business and to address the sustainability and environmental issues relating to such travel.

- This policy is owned by the Defra Group Chief Financial Officer, it details the expenses you may claim and supersedes all other previous guidance.

Summary

1. All employees are responsible for ensuring their behaviour meets the standards expected of them at all times. The Code of Conduct for your department outlines the key principles of behaviour expected from our employees. All employees must make sure public money, and other resources are used properly and efficiently. Full details can be found on your departmental intranet site.
2. This policy has been designed to meet HMRC requirements. Employees should note that reimbursement of home to office, office to home or working from home expenses may give rise to a taxable benefit.
3. Employees will be reimbursed for expenditure necessarily incurred in the course of official business. Employees are responsible for ensuring that no unnecessary costs are incurred, and that the department receives good value for money.
4. The policy sets out a 'standard' which employees are expected to adhere to. If, for justifiable reasons, any element of your claim falls outside of that standard, you must explain when submitting your expenses.
5. The responsibilities of employees, their line managers and the group finance team are set out in this policy. All organisations take these responsibilities seriously and failure to discharge these responsibilities will be treated as a performance management issue and may result in disciplinary action.

Call-Off Schedule 5 (Call-Off Pricing)

Call off ref:

6. The traveller should take steps to ensure sustainability of travel as set out in the Sustainability section below.

Individual responsibilities

Individuals are expected to:

1. Comply with this current version of the policy.
2. Obtain any appropriate approvals from their manager or approver before making travel plans.
3. Provide a clear business justification for each claim, keeping acronyms to a minimum, and working on the principal that anyone should be able to understand what has been purchased and why.
4. When completing your claim in i-Expenses a summary name of what is being claimed should be entered into the "purpose" field (Only applies to Defra) and the full details of the business justification for each expense should be added in the "other information" field at line level.
5. Only use authorised travel and hotel booking services to book travel and accommodation.
6. Expenses will only be re-imbursed where receipts are provided and are clearly legible. Only in exceptional circumstances would reimbursement be considered without a receipt. Please see Receipts section of this policy.
7. In the absence of a receipt, suitable evidence along with the reason for the missing receipt must added in the "other information" field against that expense items as well as ticking the missing receipt box.
8. You should always make sure public money, and other resources are used properly and efficiently, ensuring value for money is obtained and take all reasonable steps to minimise your costs.
9. Your expenses are wholly, exclusively, and necessarily incurred for the proper performance of your duties and is additional to your usual daily expenditure.
10. When using an ePurchasing Card (GPC), you must comply with your organisation's GPC rules and procedures.
11. All employees must submit their own claims, within 90 days with scanned receipts, through i-Expenses. Claims over 90 days can still be processed through SOP, but an explanation is required in the "other information" field as to why the claim is late.
12. All employees must retain original receipts for compliance and audit purposes for 3 years.

Call-Off Schedule 5 (Call-Off Pricing)

Call off ref:

Managers' responsibilities

Managers and approvers are expected to:

1. Ensure travel is necessary and justified and where required that suitable evidence is attached to the claim, e.g. an approval email for foreign travel,
 2. Check mileage rates being claimed are correct for the vehicle type.
 3. Ensure claims are justified and within set limits.
 4. Challenge when claims made are above the recommended rate and that they are not considered wholly, exclusively and necessarily for the proper performance of the claimant's duties.
 5. Ensure that individuals carry out their responsibilities as set out above and confirm they have attached a valid receipt or suitable evidence.
 6. Ensure all claims are not open to interpretation or perception that could damage the organisations reputation and must show value for money.
 7. When approving a claim, managers can enter any comments in the "notes" field to demonstrate adherence to the above points and document any follow up activity.
 8. Ensure the correct expense template has been used for the claim. To prevent incorrect payments and prevent GPC entries being paid to the individual if entered on the Expense template in error.
 9. When satisfied, promptly approve claims through iExpenses.
-

Finance responsibilities

Finance will:

1. Carry out audit of claims on a sample basis to assess compliance with the policy.
2. Provide guidance on the interpretation of the policy.
3. Carry out fraud testing on claims submitted.
4. Publish all GPC transactions over £500 in line with the Government's transparency agenda.
5. Act as the Expenses Process Owner to ensure policy and systems are in line with the global process design.

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

Call off ref:

6. When needed update the policy, ensuring the various principles set out in the employees and operational manuals, along with codes of conduct and business needs are met.
 7. Provide employees and line managers with advice and guidance on the operation of the policy.
-

SSCL responsibilities

Shared Services will:

1. Give first level advice and guidance to individuals in relation to claims through the SSCL Enquiries centre.
 2. Process payments in accordance with Key Performance Targets.
-

Subsistence

Employees can claim subsistence when travelling or working away from their permanent or normal workplace. However, your type of role, working pattern and working in a geographical area may impact if you are eligible to claim. Claimants and line managers must review the guidance on the following link to [permanent and regular workplace guidance](#))

You must ensure your claim relates to attending a temporary workplace. If unsure, please see the link to establish if the claim is allowable - [Quick guide to subsistence claims](#).

Employees covering a specific area or are depot based cannot claim subsistence unless they are attending work outside their normal area of work.

For additional guidance please refer to the [Examples](#) of when you can claim subsistence.

When can I claim subsistence?

Subsistence may be claimed where the following conditions apply:

1. The expense arises necessarily from the proper performance of the claimant's duties.
2. The expense is incurred whilst away from the claimant's permanent workplace or whilst staying away from home. ([See link to permanent and regular workplace guidance](#))
3. Expenses will only be reimbursed where receipts are provided and are clearly legible. Only in exceptional circumstances would reimbursement be considered without a receipt. Please see [Receipts](#) section of this policy.
4. The expense incurred should be reasonable and show value for money. It should be additional to the employee's normal daily expenditure.
5. The claim is within the recommended rates for each category, as set out below.
6. Employees should consider the spirit of the policy and ensure all claims are seen as "good value" and do not give an impression of being extravagant or a source of financial gain.

Call-Off Schedule 5 (Call-Off Pricing)

Call off ref:

7. To claim subsistence, employees must be working on official business at a workplace or area that is more than 10 miles from their normal place of work.
8. Employees should only claim for costs that exceed the amount they would have spent if they were working at their permanent workplace.

These expenses cannot be claimed if:

1. The out-of-pocket expenses that you incur are not additional to your regular personal expenditure. You should always consider the spirit of the policy and ensure your claim is not simply a source of financial gain.
2. The out-of-pocket expenses that you incur are part of your regular working pattern. ([See link to permanent and regular workplace guidance](#))
3. The meal does not constitute additional unavoidable expenditure.
4. You are claiming the “staying with family and friends’ allowance” However, you may claim an additional allowance of £7 (Over 5 hours subsistence rate) in any one 24-hour period if claiming the family and friends’ allowance.
5. Meals have been taken at home. Note if it can be shown there was no opportunity to purchase food during the working day whilst working away from the permanent workplace, a meal may be purchased to be consumed at home.
6. Food purchased before any business travel unless approved and confirmed by the manager that wholly necessary and exclusively due to no provision being available at the temporary workplace.
7. Meals are provided on the train or plane and included in the ticket cost.
8. Meals are provided during a training course, conference, or similar activity.

Additionally:

- Alcohol cannot form part of any claim.

All rates are based upon time necessarily spent away from the permanent workplace on official business and are not related to specified meals.

The recommended rate increases as the time spent away increases up to a maximum of 24 hours. For periods in excess of 24 hours a new period begins, and the recommended rates apply as before.

Reimbursement up to the appropriate rate is for additional expenditure necessarily incurred in respect of food and drink (excluding alcohol) consumed during the absence:

- over 5 hours out of office: up to £7
- over 10 hours out of office: up to £12
- over 12 hours out of office: up to £17
- over 15 hours and up to 24 hours out of office: up to £33

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

Call off ref:

The over 15-hour rate for subsistence will generally apply where an employee is required to stay away overnight, provided the cost of any meals is not also included in an accommodation payment. This is to ensure you do not claim twice for the same meal as sometimes evening meal or breakfast is included.

Only one rate can be applied in any 24-hour period, they cannot be combined. For example, if breakfast is not included in the hotel price it will be part of the daily allowance.

It is recommended to always book "Bed and Breakfast" thereby using the daily rate for meals excluding breakfast. The above rates apply to all areas of the country.

The Period of Absence is defined as the elapsed time from leaving home or normal operating base to return. For example, if you leave your home or base at 14.00 hours. This is the start time of any claim period. Please put the start and end times of your journey in the comments box on SOP

Subsistence costs and reimbursement while during emergency situations.

During emergency situations such as out of hours incidents, we recognise employees may need to make additional claims for subsistence that could exceed the departments thresholds. In these exceptional situations - on the basis of employee health, safety and wellbeing - managers have the discretion to authorise claims that exceed both the hourly and monetary thresholds. Please consult your organisations specific rules on where this is applicable. When submitting these types of claims, please clearly indicate the reason for exceeding the thresholds with the key words 'Incident' or 'Incident Recovery' to aid reporting. The organisation will pay any tax and national insurance contributions due as defined by HMRC for these claims.

Tips

If applicable, tips should be incorporated into the restaurant bill (When paying by card you should choose to add the tip before authorising payment). The maximum should be 10%. Claimants should keep within the rate amounts for claims which would include any such gratuity.

EA only - Protected travelling officers lunch allowance

Employees who transferred to the Environment Agency on 1 April 1996 and who were designated a 'travelling' or 'outside' officer, may continue to claim a lunch payment of up to £4.30 per day but they must have spent the money and it must be done in line with the current HMRC guidance on subsistence claims, to remain tax-free. Receipts should be provided as proof of spend wherever possible.

Foreign travel

Foreign T&S claims should be submitted on a "receipted actuals basis", referencing the existing HMRC rates. These rates are available to view at the following location:

<https://www.gov.uk/government/publications/scale-rate-expensespaymentsemployeetravellingoutside-the-uk>

- Managers or approvers may exceptionally allow claims that are outside the rate amounts provided the amount is reasonable and there is sound business justification.

Call-Off Schedule 5 (Call-Off Pricing)

Call off ref:

- The cost must be wholly, exclusively, and necessarily for the proper performance of the claimant's duties.
- Defra group has opted to use the "Receipted actuals" basis to re-imburse subsistence expenses, it is essential, accurate, clear and legible receipts must be provided.
- There should be prior approval for all foreign travel by managers or approvers. Individuals should attach the foreign travel approval to their claim in i-Expenses.
- Individuals should make sure that all claims are supported by proof of exchange rates achieved. For occasions when they do not have proof of the exchange rate, they should use the foreign exchange converter on the <https://www.oanda.com> website.
- Select the date when you incurred the overseas expenditure and use the Interbank rate for the purpose of your foreign exchange conversion into the 'Other Information' field.
- As in the case of domestic travel receipts will be required for all expense claims made.
- Employees should refer to their organisation's GPC policy in relation to the uses of GPC when traveling abroad. Please see your departmental intranet for full details.

Paying for others is not allowed.

In line with HMRC guidance and the tax legislation, each employee should only claim for their own expenses and not on behalf of colleagues. Otherwise HMRC can tax the employee because they are claiming for expenses, they have not incurred themselves. No one person can pay for a group using a GPC card. Employees should claim for the cost of the items they have consumed and not a percentage of the bill if it was split. Each claimant should submit a copy of the receipt, with their items highlighted.

Ministers, Special Advisers and Non-Executive

Ministers, Special Advisers and Non-Executive Directors should follow the spirit of this policy and adhere to the principles far as possible. Claims made outside this policy will only be allowed where they can be shown to be within relevant provisions of the Ministerial Code or Code of Conduct for Special Advisers (available on.Gov.uk)

Sourcing travel arrangements

All travel and hotel arrangements should be booked through the approved contractual supplier. Each supplier is committed to providing access to the best available fares and value for money. Examples of savings by booking outside the contractual suppliers often provided are not like-for-like comparisons. An individual booking may seem more expensive than elsewhere, but overall, the contracts offer good value for money.

Call-Off Schedule 5 (Call-Off Pricing)

Approved booking agents are in place for the following:

- Hotel accommodation, Rail and Air Travel Home Page - LightUk (trips.uk.com)

External meetings should utilise Defra Network premises to avoid the high cost of commercial venues. If you need to book an external location, please see the following links:

Defra: [External meetings and events \(sharepoint.com\)](#)

Natural England: [Calder venue booking service \(sharepoint.com\)](#)

Environment Agency: [External venues contract \(sharepoint.com\)](#)

Car Hire is provided by Enterprise. Only the re-fuelling when returning the vehicle is claimed through i-expense. See link for further guidance on [car hire](#).

Rail and air travel

Principles

Travellers should adhere to the following rules:

- Travel should only be considered if it is essential to meet face-to-face or virtual options would not deliver the required outcome.
- Air travel between locations on mainland England, Wales and Scotland is not permitted unless approval by exception is granted by a director.
- All Air travel must have an approval email attached to the claim.
- Where travel is unavoidable rail is the preferred means, being lower in carbon emissions than air travel and better value for money, when travel to and from an airport is factored in.
- It is recommended to use e-tickets where possible. Otherwise, please collect your ticket on departure.
- The lowest practical fare/rate should be selected within the permitted class of travel.
- All EA employees should refer to the [Travel Hierarchy](#) in order to consider the most appropriate method of travel.

Rail - Class of travel

- All rail travel must be booked as standard class unless it is unreasonable due to disability or health conditions. This should be supported by an Employee Passport or appropriate risk assessment. If you need first class travel for the above reasons, the reasonable adjustment for First Class travel should be approved by your deputy director or above prior to booking.

First class rail travel is not available through the CTM booking platform without prior arrangement with tripsadmin@environment-agency.gov.uk

This includes international rail journeys by Eurostar and other international and overseas rail operators.

Please click on the appropriate link to see the link for booking all rail travel.

| | | | | | |
|--------------|-------|------|-----|-----------------|--------------------|
| Organisation | Defra | APHA | RPA | Natural England | Environment Agency |
|--------------|-------|------|-----|-----------------|--------------------|

Call-Off Schedule 5 (Call-Off Pricing)

| | | | | | |
|--------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| Rail tickets | Link |
|--------------|----------------------|----------------------|----------------------|----------------------|----------------------|

First class travel carries a reputational cost to Defra group and resource cost (in producing explanatory briefings) even if first class tickets are occasionally cheaper than standard class (sometimes the case when booked on the day of travel). Any manager who approves first class travel can expect a challenge from Defra Group Finance. Rail travel is lower in carbon emissions than flying or road journeys and cheaper, especially when travel to and from airports is factored in.

Railcards

An appropriate Railcard can be purchased by employees who are eligible where there will be a saving to the department over the course of the year. The cost of an annual Railcard is £35, which reduces by 1/3 the cost of Standard Anytime, Off Peak and Advance fares. The cost of purchase of the Railcard should be reclaimed through i-expenses. Employees should get approval up front from their line manager that you will save at least the total cost of the card. (£70 including Tax and NI Contributions)

There are several types of Railcards most likely to be of use for employees:

- Senior Railcard for travellers aged 60 or over.
- 16-25 Railcard for travellers between those ages.
- 26-30 Railcard for travellers between those ages.
- Disabled Persons Railcard (cost of £20 for 1 year or £54 for 3 years) for individuals who may qualify.
- Network Railcard (if available)

Railcards can be used when booking travel on CTM, for eligible journeys.

The Department will not reimburse the Two Together Railcard or Family and Friends Railcard as their eligibility criteria means they are not relevant for business purposes.

The Department will not pay for railcards for employees who are due to leave the Department in the next 12 months (e.g. employees on fixed term contracts, or those who have handed in their notice).

Follow the link for further information: ["Get a railcard"](#)

Tax note:

Railcards are a taxable expense, but the organisation pays this tax on behalf of the employee. In order to administer this, the cost of the railcard is grossed up for tax & NI before PAYE is applied. This will lead to higher taxable pay, which may marginally increase your tax burden if you move into a higher tax bracket and/or could impact any means tested benefits.

Air flights

All air travel requires prior approval from a manager or approver and approval documentation should be attached to the claims.

EA employees must always seek international travel approval from the EA International Affairs Office. Please see the email address:

Call-Off Schedule 5 (Call-Off Pricing)

Call off ref: COODecisionsAndApprovals@environment-agency.gov.uk

All EA employees must book Economy fares unless authorised to change when travelling by Air.

For all other bodies there is a complete ban on first class air travel. In exceptional circumstances, where it is necessary when overseas to take a flight and the higher seat class provided by the airline may be described as “first class” but is akin to business class (this situation would be most likely to arise on some overseas internal flights), regardless of the description used by the airline, the higher class may be used in accordance with Defra policy on the use of business class. This exception does not apply to travel where there is a genuine business class as well as first class.

Air travel for journeys of less than 5 hours should be via economy class only. For journeys of between 5 hours and 10 hours a business class flight may be purchased where:

- bookings are not available in the lower class and the timing or date of the journey cannot be changed.
- if employees will be required to work immediately on arrival.
- on disability/medical grounds.

For journeys of over 10 hours a business class flight may be purchased subject to approval from a manager or approver and an approval email should be attached to the claim.

Employees are strongly advised to book as far ahead as possible in order to obtain the best price. Last minute travel should be avoided as far as business will allow.

Please see the table below for links to relevant information when seeking approval and considering booking flights, employees should follow their own organisations rules for air travel approval.

| Organisation | Defra | APHA | RPA | Natural England | Environment Agency |
|---------------------------|----------------------------|----------------------------|----------------------------|----------------------------|--|
| Air travel guidance links | Air travel | Air Travel | Air travel | Air travel | Overseas travel Overseas Approval form UK Air travel application |

Oyster cards and contactless payments

Employees can use Oyster cards and contactless payments (card or smartphone) and claim the cost through SOP iExpenses. This is the cheapest way to get around London as paper tickets can be more expensive and if possible, should avoided.

Personal Oyster card

- If using a personal Oyster card for business travel, employees should only claim for the cost of the actual journey and not the round sum they may have paid to top up.

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

- Journey statements confirming the route and cost are available by registering your Oyster card or contactless card online at the: Transport for London website - Create an account - Transport for London (tfl.gov.uk)
- Registration allows for a journey history to be retained and used as evidence when managers approve claims, and this must be attached to your claim. It also provides protection in the event of loss or theft.
- A receipt should be obtained at the time of topping up, which can be submitted with the claim. Alternatively, either the Oyster card statement or a print screen from the Oyster app should be submitted with the claim for reimbursement. Details of the travel should be included in the other details section.

Debit or credit card use.

- Transport for London also offer 'contactless payment' through a debit or credit card in place of an Oyster card.
- You can create an account and register your debit/credit card or link a debit/credit card to your current Oyster account.
- Journey statements are available when a card is registered and should be submitted with the claim for reimbursement.

Oyster travelcards for more than one day

- If you purchase an Oyster travelcard, for a week, month or year, as part of your personally funded journey to and from work (i.e. commuting to/from home and your normal place of work), only legitimate business journey expenses above the cost of the travel card may be claimed (these journeys may be charged to your card as part of 'pay as you go').
- If an employee has mislaid or been unable to obtain a receipt, they must ensure that they clearly state the reason for absence of a receipt in the 'Other Information' field in SOP iExpenses when they submit their claim.

GPC (ePurchasing card) use:

- If you regularly travel around London, you may use the contactless payment option for buses and the underground. All journey details must be provided when completing statements in SOP. Employees travelling to London on an ad-hoc basis must continue to book underground travel through our contracted booking agent.
- Please follow the GPC card usage guidance on this link [GPC policy](#).
- An GPC must not be used for the purchase of an Oyster card for individuals.
- The use of GPC is not allowed for any top up of an Oyster card for usage.

Taxis

Taxi fares may only be claimed where the manager or approver is satisfied that there are no reasonable public transport or pedestrian alternatives. For example, between a train station and office, if there is particularly inclement weather, where employees feel unsafe, for reasons of health or when travelling alone in unfamiliar surroundings. Taxis are only for travel to a temporary workplace. Exceptionally taxis may be used to travel home from your permanent workplace if: you are required to work till at least 9pm (Claims are not allowed where a normal work pattern/shift is after 9pm); the frequency of claims is irregular; and claims are approved by your manager. Employees should include an appropriate explanation using the "other

Call-Off Schedule 5 (Call-Off Pricing)

information" field against the item when making the claim to support audits and reporting. EA Employees who use a GPC card for T & S may pay for individual taxi rides but must not set up accounts with local taxi companies and charge to the card.

Road travel

Mileage claims for vehicle usage.

You should not claim mileage if your journey between home and a temporary workplace is broadly the same as the ordinary commute to your permanent workplace. Please use a common-sense approach and apply this guideline: do not claim mileage for a journey from home to a temporary workplace that is in the same direction and less than 10 miles extra each way, as this viewed by HMRC as substantially the same as your ordinary commute. Please see the guidance and examples in this [link](#) and [Ordinary Commute](#)

Environment Agency only: If your manager agrees that you may claim for journeys that are substantially the same as your ordinary commute, then please follow the process detailed in [LIT 17840 - Regular travel expenses approval form.docx](#) and [Common questions when claiming business expenses](#)

Employees must include a meaningful description of the journey(s) they have taken in the "other information" field for each mileage claim. For example, a start and end point, either a name or postcode, and reference if multiple journeys are made for site visits. Multiple journeys on the same day should be processed on one expense line (From A to B to C to D). Please find several examples of situations describing when mileage can and cannot be claimed in the link [here](#).

Mileage rates

Private vehicle use

| | Under 10,000 miles | Over 10,000 miles | Public transport rate (ii) | Motorcycle rate | Pedal cycle rate | Passenger rate (iii) | Equipment supplement (iii) |
|--------|--------------------|-------------------|----------------------------|-----------------|------------------|----------------------|----------------------------|
| Defra | 45p | 25p | 25p | 24p | 20p | 5p | 3p |
| RPA | 45p | 25p | 25p | 24p | 20p | 5p | 3p |
| APHA | 45p | 25p | 25p | 24p | 20p | 5p | 3p |
| EA (i) | 45p | Not applicable | Not applicable | 24p | 20p | Not applicable | Not applicable |
| NE | 45p | 25p | 30p | 24p | 20p | 5p | 3p |

(i) EA private vehicle users may only claim up to a maximum of 3,000 miles per year.

(ii) Employees should claim the public transport rate where public transport is available.

Call-Off Schedule 5 (Call-Off Pricing)

(iii) A supplementary mileage payment may be claimed when a private vehicle is used on official business and the claimant is accompanied by one or more passengers or needs to carry heavy and/or bulky official equipment. Under HMRC rules the equipment supplement is taxable.

(iv) Employees can use their own vehicle for trips up to 85 miles per day.

Lease vehicle use

- Please see the appropriate link to your organisations specific rates.
- All HMRC rates are reviewed and updated quarterly.

| Organisation | Link to information |
|--------------------------------------|---|
| EA and Defra Lease car mileage rates | Defra and EA lease scheme fuel rates |
| APHA Lease Car and PUS mileage rates | APHA Car lease scheme (sharepoint.com) |
| RPA Lease Car mileage rates | RPA Lease Car Drivers Guidance Notes.docx |
| Private Use Car Scheme Rate | Defra – 15p mile RPA – 15p mile |

All employees should refer to their own organisations individual driver policy before making any claim and note the maximum daily mileage allowed when using a private vehicle.

Important Employees must not use a Purchasing card for fuel purchases for private or lease vehicles, or for replacement hire cars for lease car drivers.

Fines and penalty charges

Travellers will not be reimbursed for any parking fines or penalties in respect of speeding or other driving offences.

Car parking, congestion charges and tolls

Car parking, congestion charges and toll charges necessarily incurred on official business are reimbursable when not at their normal place of work.

Bicycle use.

Privately-owned bicycle

An employee can claim bicycle mileage rate if they use their bicycle to travel on official business.

Call-Off Schedule 5 (Call-Off Pricing)

The mileage rate is 20p per mile for all distances undertaken for privately owned bicycles.

Bicycle hire.

If an employee is able to travel on official business by bicycle, they may wish to consider using a cycle hire scheme for their journey.

If employees have a clear business justification and prior approval for their journey from their manager, they can hire a bicycle as a cost effective, sustainable and practical travel option for them. However, they will need to:

- look closely at the costs and other terms and conditions for the scheme to determine its cost effectiveness.
- obtain their line manager's agreement that this is a cost-effective alternative to other forms of transport.
- Ensure adequate insurance is included in the cost of the hire.

If their line manager agrees that they can hire a bicycle, they must carry out a risk assessment to address any safety issues. They should give consideration to the Highway Code recommendation that cyclists should wear safety clothing and a helmet. Further info can also be found at Highway Code rule 59 (Web) **The following can be claimed:**

- An employee can claim the cost for hiring the bicycle (usage cost)
- The cost of an access key (if applicable) where current and future use of a hire bicycle will only be for business travel only.

The following can't be claimed:

- Reimbursement for any fees incurred due to damage to the bicycle, late return or non-return of the bicycle. (Note: If all reasonable steps were taken to avoid such fees being incurred, we will consider reimbursement, if the exceptional circumstances warrant this)
- The bicycle mileage rate, when using a hired bicycle.
- For any usage time when the bicycle is being used for non-business reasons.
- The cost of an access key (if applicable), if the reason for purchasing an access key is primarily for non-business travel. ● Reimbursement of any annual membership.

How to claim for bicycle hire?

Bicycle hire scheme expenses should be claimed under the "other miscellaneous expenses" business expense type in SOP and be accompanied by an explanation of your claim and journey using the "other information" field.

Itemised receipts from the appropriate cycle hire company must be submitted with the claim.

Hotels and Accommodation

All hotel arrangements should be booked through the approved contractual supplier. The supplier is committed to providing access to the best available rooms and value for money. Examples of savings by booking outside the contractual suppliers often provided are not like for like comparisons. An individual booking may seem more expensive than elsewhere, but overall, the contracts offer good value for money.

Please see the link to the booking agent's system. [Home Page - LightUK \(trips.uk.com\)](https://trips.uk.com)

Call-Off Schedule 5 (Call-Off Pricing)

Hotel rates

| Location | Upper limit |
|------------------------|-------------------------|
| London | £160/night + £20 buffer |
| All other UK locations | £100/night + £20 buffer |

Employees should book safe and appropriate hotel accommodation within these rates wherever possible.

Line managers have discretion to approve the use of a £20 buffer in all locations if suitable accommodation cannot be found within the usual rates. This should be agreed by written approval before making a booking, and Defra Group Finance may ask for evidence of this to ensure fair and consistent application of this policy.

Bookings over the rates including the buffer are expected to be exceptional and typically for personal safety reasons.

Any employee who cannot obtain prior approval to exceed the rates and is concerned about personal safety should proceed with their booking, use the reason code 'personal safety' when prompted by the booking platform, and discuss the situation with a manager as soon as they can.

All hotel bookings should be made through CTM. Off-contract bookings are not permitted. Bookings made for overnight accommodation as part of a venue booking must not exceed these rates.

Additional note for EA employees only

When short-notice booking is necessary or where there is no suitable accommodation available, employees can book up to £100 over the ceiling rate (plus buffer) with Executive Manager approval. If an Executive Manager should need to do so they should seek approval from their Line Manager or if unavailable the Director of Finance or a deputy director of Finance.

Where there are emergent safety concerns, approval can be sought retrospectively, for example, when booking travel outside of the hotel ceiling rates you will be prompted to enter a reason for why the value is above the policy limit. If your reason code is "Personal Safety" and you cannot get line manager approval in time to make the booking, continue with the booking and discuss this reason with your line manager as soon as possible.

Lodging allowance

The Lodging allowance does not apply to EA employees.

For other employees, this may be claimed where employees are required to undertake detached duty.

Employees will be reimbursed the actual cost of rent and utility standing charges at the detached duty location (if a double commitment exists at the home and detached duty station) up to the following daily rates:

- £42 for London
- £31 for elsewhere

If a claimant's family joins them at the detached duty station, managers or approvers may authorise reimbursement of actual rental costs and utility standing charges, within the limit of the rate for the lodging allowance for that location, only where the employee is also incurring home rental/mortgage costs.

Friends and family allowance

When individuals choose to stay with friends or family while on official business, they are entitled to claim a flat rate allowance. The current **Net** allowance is £25 per night. This

Call-Off Schedule 5 (Call-Off Pricing)

expense is taxable, and the rate has been set to reflect this (When claiming through SOP, the system will automatically calculate Gross amount). This relates to the evening meal and breakfast only. Employees may claim an additional allowance of £7 (Over 5 hours) in any one 24-hour period. This expense must be claimed separately via i-expenses. For periods in excess of 24 hours a new period begins, and the recommended rates apply as before.

1. Before travelling, you must discuss and agree the requirement to stay overnight with your manager.
2. You may claim the flat rate payment when you stay with friends or Family whilst on official business or Detached duty at a stay-away location.
3. When making a claim for Friends and Family allowance please use the appropriate form from the link "Claim for temporary allowance".

| Employer | Method of claim | Amount to claim |
|--------------------------|--------------------------------------|-----------------|
| NE | NTWK68 – do not claim via i-expenses | £42 (Gross) |
| Defra, APHA, VMD and RPA | NTWK71 – do not claim via i-expenses | £42 (Gross) |
| Environment Agency | Claim via SOP i-Expenses | £25 (Net) |

4. EA Employees may claim a "staying overnight allowance" through SOP iExpenses.
5. You can claim the flat rate payment for every night you stay in the accommodation after attending work that day unless, due to the length of journey, you travel the night before commencing work.
6. No additional subsistence claims can be made for the period of this overnight stay (i.e. no evening meal and no breakfast).
7. If necessary, you can claim an allowance of £7 (Over 5 hours) subsistence for the 24-hour period additional to the 24-hour Friends and family allowance.

Tax note:

The allowance will be grossed up for tax purposes before PAYE is applied, resulting in a reimbursement of £25.

Employees are advised that the gross value of friends and family allowance is added to their overall gross salary. This will lead to higher taxable pay, which may marginally increase your tax burden if you move into a higher tax bracket and/or could impact any means tested benefits.

Call-Off Schedule 5 (Call-Off Pricing)

Miscellaneous expenses

Telephone and other incidentals.

Business calls will be reimbursed. Receipts should be submitted unless this is not possible. Regular business users should use a mobile phone supplied by the business. Other unavoidable expenses may be claimed exceptionally, at the discretion of the normal approver on an actual's basis for a reasonable amount if receipts are produced.

Volunteering and Environmental days

When claiming expenses for Volunteering or Environmental days, you can claim reasonable expenses for subsistence and travel in line with our normal business practice of claiming expenses in this policy. Please follow the same rules as you would working away from your normal permanent workplace.

Secondments

Employees who are seconded to other organisations will continue to claim their business expenses using the current systems (SOP i-Expenses). The cost of these expenses will be invoiced to the hosting organisation for repayment.

People seconded to the department and who are not directly employed by us, will continue to use the business expenses policies and systems of their substantive employer. They are unable to claim business expenses directly from us as they are not employees.

There may be exceptions to the above based on individual secondment agreements and any queries on how to claim expenses should be referred to by completing the attached form.

<https://forms.office.com/e/DfgfXJfre4>

Interview expenses

Internal candidates

In line with the travel and subsistence policy, expenses will be reimbursed for employees when attending internal recruitment interviews.

Interview travel expenses are not claimable for lease car mileage, nor can a pool car or badged vehicle be used. You can, however, book train travel using the [Trips portal](#). If the train or public transport is not feasible due to the interview location, you may use a private vehicle and claim casual business mileage. Alternatively, you may choose to use your lease car in a personal capacity, but you cannot claim mileage for the journey.

These claims are subject to Tax/NI deductions which will be paid by your organisation corporately. Please select "interview/assessments" as the "reason for travel" when using [Trips portal](#).

Use analysis code 'T&S for attending internal interview' when coding expenses. (NB: This is for internal interview attendance only, not for when being part of an interview panel). For all other associated expenses claims please ensure that the purpose of the journey is clearly stated.

External candidates

In exceptional circumstances we will pay external candidate interview expenses. For example, if a candidate is currently unemployed, a school leaver or graduate or is required to attend an interview location which is a significant distance from their home. This must be approved by a Deputy Director or above.

Other non-travel expenses

Call-Off Schedule 5 (Call-Off Pricing)

The following items can also be claimed through i-expenses. In order to do this please see the appropriate link.

Homeworking equipment

- Defra, APHA, MMO, Natural England and RPA - [Hybrid/Blended working](#)
- Environment Agency - [Home working equipment](#)

Flu vaccinations

Please see the appropriate link to claim for Flu vaccinations. [EA](#), [Defra group](#) and [NE](#)

Professional fees

Professional fees are the annual subscription to a professional body, for example the Chartered Institute of Personnel and Development or the Institute of Civil Engineers. Employees may claim the cost of any professional membership fees which are a requirement for their specific role or are sponsored by the business.

You can request reimbursement through expenses or using a GPC* for annual professional body. Before you claim, you must check that all of the following criteria apply:

- You must be a permanent employee or will be working on a fixed term contract for more than 6 months.
- The professional body is on the HMRC list.
- Your manager confirms that your membership(s) are directly relevant to your job.
- Managers should seek justification should any member of employees require reimbursement for more than one membership. OR for further guidance seek your organisation's guidelines (see links below)

When you have your receipt, you can either reclaim the cost or complete your monthly GPC* statement through 'Employee - SOP - i-expenses'.

*note: GPC use is only available to EA employees

Defra – [Financial benefits \(sharepoint.com\)](#)

NE - [Natural England Intranet - profsubspolicy.pdf - All Documents \(sharepoint.com\)](#)

EA - [Professional qualifications and memberships \(sharepoint.com\)](#)

Cash advances.

Cash advances are not available for T&S expenditure and only apply for agreed schemes such as Christmas advances and season ticket purchases. Please refer to the relevant policy for further details.

Receipts

1. Itemised receipts must be scanned or photographed and attached electronically to each claim.
2. An itemised receipt should list the full details relating to the transaction such as the name and location of the outlet, date, cost and description of the item purchased. If you are ordering on-line, you should provide a copy of the order details containing the full description and cost of the item purchased.

Call-Off Schedule 5 (Call-Off Pricing)

3. ^{Call off ref.} Where the receipt covers more items than you are claiming for you should highlight/identify the ones on your specific claim
4. Expenses will only be re-imbursed where receipts are clearly legible.
5. Any subsistence receipt must relate to the time period when not at the permanent workplace or home and not before or after this time. Please note a receipt is still required if food is purchased before travel, so long as approved and confirmed by the manager that wholly necessary and exclusively due to no provision is available at the temporary workplace.
6. In the absence of a receipt, suitable evidence along with the reason for the missing receipt must added in the “other information” field against that expense items as well as ticking the missing receipt box. Please see Responsibilities section of this policy
7. Line Managers may approve claims without a receipt in exceptional circumstance where either a receipt or evidence can't be provided.
8. Individuals must not include in their i-expenses claim any costs which have been paid using their Government Procurement Card.
9. Receipts are not required for:
 - i) Fixed allowance for staying with friends and family
 - ii) Defra and Natural England claims for mileage when using your own vehicle.
10. EA employees must ensure they obtain VAT receipts for all expense reimbursement including car mileage claims and Government Procurement Card purchases.
11. All receipts must be retained by the claimant regardless of value. All original expense receipts or evidence submitted must be kept for 3 years by the individual. This is additional to them being attached to SOP.

Note:

If a GPC card is used for goods and services which are non-expenses, the receipts/invoice must be kept for six years in case needed for HMRC audit purposes.

Purchasing card

Employees may be able to use their Purchasing card for the purchase of travel and subsistence as necessary to do their job as defined in their organisations GPC policy as follows:

[EA policy](#).

[Defra policy](#)

[NE policy](#)

! Important Employees must not use a Purchasing card for personal expenditure. Misuse of a

Call-Off Schedule 5 (Call-Off Pricing)

Call off ref: Purchasing card will lead to immediate withdrawal of the card and disciplinary action.

Compliance monitoring

Defra Group Finance will monitor all Defra and EA transactions to identify breaches of departmental policy, fraud, and error. Incidences of suspected fraud will be reported to the Fraud & Error team. The Financial Compliance team will raise non-compliance issues with the employee or line manager as appropriate. Repeated and/or egregious breaches may lead to disciplinary action. Please note the NE and APHA process is monitored in-house. The Financial Compliance team uses an audit tool (Diligent One Platform) to analyse data and contact employees about their transactions. Employees may receive emails from notifications@highbond.com asking to complete a questionnaire to provide further information about a specific transaction. This is a no reply email address and any queries should be directed to the [Compliance Team](#).

Employees bank details

Employees need to ensure that they have the correct bank account details on SOP for expenses to be paid. These can be accessed and updated via the selfservice portal. Further details can be found on Myhub.

EA and Defra myhub at the following links:

[Defra](#)

[Environment Agency](#)

Please note – Defra group employees must still update SOP self-service portal even if they complete the NTWK form, as your expenses are paid via SOP and not payroll.

Call-Off Schedule 5 (Call-Off

Pricing)

Call off ref:

Sustainability considerations of travel

Defra and its network are committed to adopting travel behaviours that support the Government's sustainability objectives.

The policy is to strike an appropriate balance between the costs and the benefits, taking into account:

- Care of employees
- Cost
- Carbon emissions
- Convenience

Travel should only be undertaken when there is no other practical business alternative and, where travel is necessary, sustainability and environmental issues are to be taken into account when planning meetings and journeys.

Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)

Call-Off Ref:

Crown Copyright 2021

Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)

Definitions

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

| | |
|---|--|
| "Buyer Property" | the property, other than real property and IPR, including the Buyer System, any equipment issued or made available to the Supplier by the Buyer in connection with this Contract; |
| "Buyer Software" | any software which is owned by or licensed to the Buyer and which is or will be used by the Supplier for the purposes of providing the Deliverables; |
| "Buyer System" | the Buyer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Buyer or the Supplier in connection with this Contract which is owned by or licensed to the Buyer by a third party and which interfaces with the Supplier System or which is necessary for the Buyer to receive the Deliverables; |
| "Commercial off the shelf Software" or "COTS Software" | Non-customised software where the IPR may be owned and licensed either by the Supplier or a third party depending on the context, and which is commercially available for purchase and subject to standard licence terms |
| "Defect" | any of the following: <ul style="list-style-type: none">) any error, damage or defect in the manufacturing of a Deliverable; or) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or |

Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)

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| | |
|-------------------------|--|
| | <p>c) any failure of any Deliverable to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Call Off Contract; or</p> |
| | <p>d) any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Contract;</p> |
| "Emergency Maintenance" | <p>ad hoc and unplanned maintenance provided by the Supplier where either Party reasonably suspects that the ICT Environment or the Services, or any part of the ICT Environment or the Services, has or may have developed a fault;</p> |
| "ICT Environment" | <p>the Buyer System and the Supplier System;</p> |
| "Licensed Software" | <p>all and any Software licensed by or through the Supplier, its Sub-Contractors or any third party to the Buyer for the purposes of or pursuant to this Call Off Contract, including any COTS Software;</p> |
| "Maintenance Schedule" | <p>has the meaning given to it in paragraph 8 of this Schedule;</p> |
| "Malicious Software" | <p>any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced</p> |

Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)

Call-Off Ref:

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| | |
|--------------------------------|--|
| | wilfully, negligently or without knowledge of its existence; |
| "New Release" | an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item; |
| "Open Source Software" | computer software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPR in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge; |
| "Operating Environment" | means the Buyer System and any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: <ul style="list-style-type: none">) the Deliverables are (or are to be) provided; or) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; or) where any part of the Supplier System is situated; |
| "Permitted Maintenance" | has the meaning given to it in paragraph 8.2 of this Schedule; |
| "Quality Plans" | has the meaning given to it in paragraph 6.1 of this Schedule; |

Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)

Call-Off Ref:

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| | |
|--|---|
| "Sites" | has the meaning given to it in Joint Schedule 1(Definitions), and for the purposes of this Call Off Schedule shall also include any premises from, to or at which physical interface with the Buyer System takes place; |
| "Software" | Specially Written Software COTS Software and non-COTS Supplier and third party Software; |
| "Software Supporting Materials" | has the meaning given to it in paragraph 9.1 of this Schedule; |
| "Source Code" | computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software; |
| "Specially Written Software" | any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Sub-Contractor or other third party on behalf of the Supplier) specifically for the purposes of this Contract, including any modifications or enhancements to COTS Software. For the avoidance of doubt Specially Written Software does not constitute New IPR; |
| "Supplier System" | the information and communications technology system used by the Supplier in supplying the Deliverables, including the COTS Software, the Supplier Equipment, configuration and |
| | management utilities, calibration and testing tools and related cabling (but excluding the Buyer System); |
| | |

Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)

Call-Off Ref:

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When this Schedule should be used

- 2.1. This Schedule is designed to provide additional provisions on Intellectual Property Rights for the Digital Deliverables.

Buyer due diligence requirements

- 3.1. The Supplier shall satisfy itself of all relevant details, including but not limited to, details relating to the following;
 - 3.1.1. suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Start Date) future Operating Environment;
 - 3.1.2. operating processes and procedures and the working methods of the Buyer;
 - 3.1.3. ownership, functionality, capacity, condition and suitability for use in the provision of the Deliverables of the Buyer Assets; and
 - 3.1.4. existing contracts (including any licences, support, maintenance and other contracts relating to the Operating Environment) referred to in the Due Diligence Information which may be novated to, assigned to or managed by the Supplier under this Contract and/or which the Supplier will require the benefit of for the provision of the Deliverables.
- 3.2. The Supplier confirms that it has advised the Buyer in writing of:
 - 3.2.1. each aspect, if any, of the Operating Environment that is not suitable for the provision of the ICT Services;
 - 3.2.2. the actions needed to remedy each such unsuitable aspect; and
 - 3.2.3. a timetable for and the costs of those actions.
- 3.3. The Supplier undertakes:
 - 3.3.1. and represents to the Buyer that Deliverables will meet the Buyer's acceptance criteria as set out in the Call-Off Contract and, if applicable, each Statement of Work; and
 - 3.3.2. to maintain all interface and interoperability between third party software or services, and Specially Written Software required for the performance or supply of the Deliverables.

Licensed software warranty

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

Provision of ICT Services

- 5.1. The Supplier shall:

Framework Ref: RM6263

Project Version: V1

Model Version: v3.4

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

Standards and Quality Requirements

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

ICT Audit

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

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Maintenance of the ICT Environment

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

Intellectual Property Rights

Assignments granted by the Supplier: Specially Written Software

- 9.1.1. The Supplier assigns (by present assignment of future rights to take effect immediately on it coming into existence) to the Buyer with full guarantee (or shall procure assignment to the Buyer), title to and all rights and interest in the Specially Written Software together with and including:
 - 9.1.1.1. the Documentation, Source Code and the Object Code of the Specially Written Software; and
 - 9.1.1.2. all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software and the New IPR (together the "**Software Supporting Materials**").
- 9.1.2. The Supplier shall:
 - 9.1.2.1. inform the Buyer of all Specially Written Software or New IPRs that are a modification, customisation, configuration or enhancement to any COTS Software;
 - 9.1.2.2. deliver to the Buyer the Specially Written Software and any computer program elements of the New IPRs in both Source Code and Object Code forms together with relevant Documentation and all related Software Supporting Materials within seven days of completion or, if a relevant Milestone has been identified in an Implementation Plan, Achievement of that Milestone and shall provide updates of them promptly following each new release of the Specially Written Software, in each case on media that is reasonably acceptable to the Buyer and the Buyer shall become the owner of such media upon receipt; and
 - 9.1.2.3. without prejudice to paragraph 9.1.2.2, provide full details to the Buyer of any of the Supplier's Existing IPRs or Third Party IPRs which are embedded or which are an integral part of the Specially Written Software or New IPR and the Supplier hereby grants to the Buyer and shall procure that any relevant third party licensor shall grant to the Buyer a perpetual, irrevocable, non-exclusive, assignable, royalty-free licence to use, sub-license and/or

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commercially exploit such Supplier's Existing IPRs and Third Party IPRs to the extent that it is necessary to enable the Buyer to obtain the full benefits of ownership of the Specially Written Software and New IPRs.

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

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

9.2.1. Unless the Buyer gives its Approval the Supplier must not use any:

- a) of its own Existing IPR that is not COTS Software;
- b) third party software that is not COTS Software

9.2.2. Where the Buyer Approves the use of the Supplier's Existing IPR that is not COTS Software the Supplier shall grant to the Buyer a perpetual, royalty-free and non-exclusive licence to use adapt, and sub-license the same for any purpose relating to the Deliverables (or substantially equivalent deliverables) or for any purpose relating to the exercise of the Buyer's (or, if the Buyer is a Central Government Body, any other Central Government Body's) business or function including the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, transmission or display) for the Call-Off Contract Period and after expiry of the Contract to the extent necessary to ensure continuity of service and an effective transition of Services to a Replacement Supplier.

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

- 9.2.3.1. notify the Buyer in writing giving details of what licence terms can be obtained and whether there are alternative software providers which the Supplier could seek to use; and
- 9.2.3.2. only use such third party IPR as referred to at Paragraph 9.2.3.1 if the Buyer Approves the terms of the licence from the relevant third party.

9.2.4. Where the Supplier is unable to provide a license to the Supplier's Existing IPR in accordance with Paragraph 9.2.2 above, it must meet the requirement by making use of COTS Software or Specially Written Software.

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

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

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

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

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

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

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

9.3.4.2. will no longer be made commercially available

Buyer's right to assign/novate licences

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

9.4.1.1. a Central Government Body; or

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

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

Licence granted by the Buyer

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

Open Source Publication

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

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

9.6.1.2. based on Open Standards (where applicable), and the Buyer

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

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

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

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

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- 9.6.2.3. do not contain any material which would bring the Buyer into disrepute;
 - 9.6.2.4. can be published as Open Source without breaching the rights of any third party;
 - 9.6.2.5. will be supplied in a format suitable for publication as Open Source ("**the Open Source Publication Material**") no later than the date notified by the Buyer to the Supplier; and
 - 9.6.2.6. do not contain any Malicious Software.
- 9.6.3. Where the Buyer has Approved a request by the Supplier for any part of the Specially Written Software or New IPRs to be excluded from the requirement to be in an Open Source format due to the intention to embed or integrate Supplier Existing IPRs and/or Third Party IPRs (and where the Parties agree that such IPRs are not intended to be published as Open Source), the Supplier shall:
- 9.6.3.1. as soon as reasonably practicable, provide written details of the nature of the IPRs and items or Deliverables based on IPRs which are to be excluded from Open Source publication; and
 - 9.6.3.2. include in the written details and information about the impact that inclusion of such IPRs or Deliverables based on such IPRs, will have on any other Specially Written Software and/or New IPRs and the Buyer's ability to publish such other items or Deliverables as Open Source.

Malicious Software

- 9.7.1. The Supplier shall, throughout the Contract Period, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor to check for, contain the spread of, and minimise the impact of Malicious Software.
- 9.7.2. If Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Government Data, assist each other to mitigate any losses and to restore the provision of the Deliverables to its desired operating efficiency.
- 9.7.3. Any cost arising out of the actions of the Parties taken in compliance with the provisions of Paragraph 9.7.2 shall be borne by the Parties as follows:
- 9.7.3.1. by the Supplier, where the Malicious Software originates from the Supplier Software, the third party Software supplied by the Supplier or the Government Data (whilst the Government Data was under the control of the Supplier) unless the Supplier can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Buyer when provided to the Supplier; and
 - 9.7.3.2. by the Buyer, if the Malicious Software originates from the Buyer Software or the Buyer Data (whilst the Buyer Data was under the control of the Buyer).

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IPR asset management

10.1 The Parties shall work together to ensure that there is appropriate IPR asset management under each Call-Off Contract, and:

10.1.1 where the Supplier is working on the Buyer's System, the Supplier shall comply with the Buyer's IPR asset management approach and procedures.

10.1.2 where the Supplier is working on the Supplier's System, the Buyer will ensure that it maintains its IPR asset management procedures in accordance with Good Industry Practice.

Records and materials associated with IPR asset management shall form part of the Deliverables, including those relating to any Specially Written Software or New IPR.

10.2 The Supplier shall comply with any instructions given by the Buyer as to where it shall store all work in progress Deliverables and finished Deliverables (including all Documentation and Source Code) during the term of the Call-Off Contract and at the stated intervals or frequency specified by the Buyer and upon termination of the Contract or any Statement of Work.

10.3 The Supplier shall ensure that all items it uploads into any repository contain sufficient detail, code annotations and instructions so that a third-party developer (with the relevant technical abilities within the applicable role) would be able to understand how the item was created and how it works together with other items in the repository within a reasonable timeframe.

10.4 The Supplier shall maintain a register of all Open Source Software it has used in the provision of the Deliverables as part of its IPR asset management obligations under this Contract.

Call-Off Schedule 7 (Key Supplier Staff)

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Call-Off Schedule 7 (Key Supplier Staff)

- 1.1 The Order Form lists the key roles (“**Key Roles**”) and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date and, if applicable, the Statement of Work will list the Key Roles and names of persons who the Supplier shall appoint to fill those Key Roles as of the SOW Start Date.
- 1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
- 1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.
- 1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
 - 1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);
 - 1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
 - 1.4.3 the person’s employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.
- 1.5 The Supplier shall:
 - 1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
 - 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
 - 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff’s employment contract, this will mean at least three (3) Months’ notice;
 - 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables;
 - 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced;
 - 1.5.6 on written request from the Buyer, provide a copy of the contract of employment or engagement (between the Supplier and Supplier Staff) for every member of the Supplier Staff made available to the Buyer under the Call-Off Contract when providing Deliverables, and under each Statement of Work;
 - 1.5.7 on written request from the Buyer, provide details of start and end dates of engagement of all Key Staff filling Key Roles under the Call-Off Contract and, if applicable, under each Statement of Work[.; and]
 - 1.5.8 On written request from the Buyer, provide details on PAYE and all associated information to ensure IR35 compliance.
- 1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall

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remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.

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

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

Definitions

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

| | |
|----------------------------------|--|
| "BCDR Plan" | 1has the meaning given to it in Paragraph 2.2 of this Schedule; |
| "Business Continuity Plan" | 2has the meaning given to it in Paragraph 2.3.2 of this Schedule; |
| "Disaster" | 3the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable); |
| "Disaster Recovery Deliverables" | 4the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster; |
| "Disaster Recovery Plan" | 5has the meaning given to it in Paragraph 2.3.3 of this Schedule; |
| "Disaster Recovery System" | 6the system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster; |
| "Related Supplier" | 7any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time; |
| "Review Report" | 8has the meaning given to it in Paragraph 6.3 of this Schedule; and |
| "Supplier's Proposals" | 9has the meaning given to it in Paragraph 6.3 of this Schedule; |

BCDR Plan

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

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

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- 2.2.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and
- 2.2.2 the recovery of the Deliverables in the event of a Disaster
- 2.3 The BCDR Plan shall be divided into three sections:
 - 2.3.1 Section 1 which shall set out general principles applicable to the BCDR Plan;
 - 2.3.2 Section 2 which shall relate to business continuity (the "**Business Continuity Plan**"); and
 - 2.3.3 Section 3 which shall relate to disaster recovery (the "**Disaster Recovery Plan**").
- 2.4 Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

General Principles of the BCDR Plan (Section 1)

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

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- 3.1.11 identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan; and
- 3.1.12 provide for the provision of technical assistance to key contacts at the Buyer as required by the Buyer to inform decisions in support of the Buyer's business continuity plans.
- 3.2 The BCDR Plan shall be designed so as to ensure that:
 - 3.2.1 the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
 - 3.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;
 - 3.2.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
 - 3.2.4 it details a process for the management of disaster recovery testing.
- 3.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables.
- 3.4 The Supplier shall not be entitled to any relief from its obligations under the Performance Indicators (PI's) or Service levels, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.

Business Continuity (Section 2)

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

Disaster Recovery (Section 3)

- 5.1 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Buyer supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.

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5.2 The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:

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

Review and changing the BCDR Plan

6.1 The Supplier shall review the BCDR Plan:

- 6.1.1 on a regular basis and as a minimum once every six (6) Months;
- 6.1.2 within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 7; and
- 6.1.3 where the Buyer requests in writing any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2 of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Buyer's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Buyer for the Buyer's approval. The costs of both Parties of any such additional reviews shall be met by the Buyer except that the Supplier shall not be entitled to charge the Buyer for any costs that it may incur above any estimate without the Buyer's prior written approval.

6.2 Each review of the BCDR Plan pursuant to Paragraph 6.1 shall assess its suitability having regard to any change to the Deliverables or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Buyer shall reasonably require.

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

6.4 Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the

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

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

Testing the BCDR Plan

7.1 The Supplier shall test the BCDR Plan:

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

7.1.2 in the event of any major reconfiguration of the Deliverables

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

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

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

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

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

7.5.1 the outcome of the test;

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

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

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

Invoking the BCDR Plan

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

Circumstances beyond your control

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

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Please note: text highlighted in **blue** denotes amendments made to reflect the most current regulatory and procedural requirements.

Part B: Long Form Security Requirements

1. Definitions

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

"Baseline Security Requirements" are the requirements set out in Part B, Annex 1 to this Schedule;

"Breach of Security"

means the occurrence of:

- c) **any unauthorised access to or use of the Goods and/or Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or**
- d) **the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data,**

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**used by the Buyer and/or
the Supplier in connection
with this Contract,**

**in either case as more
particularly set out in the
security requirements in the
Security Policy where the Buyer
has required compliance
therewith in accordance with
paragraph 3.4.3 d);**

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"ISMS"

the information security management system and process developed by the Supplier in accordance with Paragraph 3 (ISMS) as updated from time to time in accordance with this Schedule; and

"Security Tests"

tests to validate the ISMS and security of all relevant processes, systems, incident response plans, patches to vulnerabilities and mitigations to Breaches of Security

2. Security Requirements

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

3. Information Security Management System (ISMS)

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

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Approval.

3.4 The ISMS shall:

- 3.4.1 if the Buyer has stipulated that it requires a bespoke ISMS, be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract;
- 3.4.2 meet the relevant standards in ISO/IEC 27001 and ISO/IEC27002 in accordance with Paragraph 7;
- 3.4.3 at all times provide a level of security which:
 - a) is in accordance with the Law and this Contract;
 - b) complies with the Baseline Security Requirements;
 - c) as a minimum demonstrates Good Industry Practice;
 - d) where specified by a Buyer that has undertaken a Further Competition - complies with the Security Policy and the ICT Policy;
 - e) complies with at least the minimum set of security measures and standards as determined by the Security Policy Framework (<https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework>);
 - f) takes account of guidance issued by the NPSA (National Protective Security Authority) www.npsa.gov.uk
 - g) meets any specific security threats of immediate relevance to the ISMS, the Deliverables and/or Government Data;

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- i) addresses issues of incompatibility with the Supplier's own organisational security policies; and
 - j) complies with ISO/IEC27001 and ISO/IEC27002 in accordance with Paragraph 7;
 - 3.4.4 document the security incident management processes and incident response plans;
 - 3.4.5 document the vulnerability management policy including processes for identification of system vulnerabilities and assessment of the potential impact on the Deliverables of any new threat, vulnerability or exploitation technique of which the Supplier becomes aware, prioritisation of security patches, testing of security patches, application of security patches, a process for Buyer approvals of exceptions, and the reporting and audit mechanism detailing the efficacy of the patching policy; and
 - 3.4.6 be certified by (or by a person with the direct delegated authority of) a Supplier's main board representative, being the "Chief Security Officer", "Chief Information Officer", "Chief Technical Officer" or "Chief Financial Officer" (or equivalent as agreed in writing by the Buyer in advance of issue of the relevant Security Management Plan).
- 3.5 Subject to Paragraph 2 the references to Standards, guidance and policies contained or set out in Paragraph 3.4 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
- 3.6 In the event that the Supplier becomes aware of any inconsistency in the provisions of the standards, guidance and policies set out in Paragraph 3.4, the Supplier shall immediately notify the Buyer Representative of such inconsistency and the Buyer Representative shall, as soon as practicable, notify the Supplier as to which provision the Supplier shall comply with.
- 3.7 If the bespoke ISMS submitted to the Buyer pursuant to Paragraph 3.3.1 is Approved by the Buyer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Schedule. If the ISMS is not Approved by the Buyer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit it to the Buyer for Approval. The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of the first submission of the ISMS to the Buyer. If the Buyer does not Approve the ISMS following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Buyer pursuant to this Paragraph 3 may be unreasonably withheld or delayed. However any failure to approve the ISMS on the grounds that it does not comply with any of

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the requirements set out in Paragraphs 3.4 to 3.6 shall be deemed to be reasonable.

3.8 Approval by the Buyer of the ISMS pursuant to Paragraph 3.7 or of any change to the ISMS shall not relieve the Supplier of its obligations under this Schedule.

4. Security Management Plan

4.1 Within twenty (20) Working Days after the Start Date, the Supplier shall prepare and submit to the Buyer for Approval in accordance with Paragraph 4 fully developed, complete and up-to-date Security Management Plan which shall comply with the requirements of Paragraph 4.2.

4.2 The Security Management Plan shall:

- 4.2.1 be based on the initial Security Management Plan set out in Annex 2 (Security Management Plan);
- 4.2.2 comply with the Baseline Security Requirements and, where specified by the Buyer in accordance with paragraph 3.4.3 d), the Security Policy;
- 4.2.3 identify the necessary delegated organisational roles defined for those responsible for ensuring this Schedule is complied with by the Supplier;
- 4.2.4 detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Goods and/or Services, processes associated with the delivery of the Goods and/or Services, the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that information, data and/or the Deliverables;
- 4.2.5 unless otherwise specified by the Buyer in writing, be developed to protect all aspects of the Deliverables and all processes associated with the delivery of the Deliverables, including the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- 4.2.6 set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the delivery of the Deliverables and at all times comply with and specify security measures and procedures

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which are sufficient to ensure that the Deliverables comply with the provisions of this Schedule (including the requirements set out in Paragraph 3.4);

- 4.2.7 demonstrate that the Supplier's approach to delivery of the Deliverables has minimised the Buyer and Supplier effort required to comply with this Schedule through consideration of available, appropriate and practicable pan-government accredited services (for example, 'platform as a service' offering from the G-Cloud catalogue);
- 4.2.8 set out the plans for transitioning all security arrangements and responsibilities from those in place at the Start Date to those incorporated in the ISMS within the timeframe agreed between the Parties;
- 4.2.9 set out the scope of the Buyer System that is under the control of the Supplier;
- 4.2.10 be structured in accordance with ISO/IEC27001 and ISO/IEC27002, cross-referencing if necessary to other Schedules which cover specific areas included within those standards; and
- 4.2.11 be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the Deliverables and shall reference only documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

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

4.4 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3 or of any change or amendment to the Security Management Plan shall not relieve the Supplier of its obligations under this Schedule.

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5. Amendment of the ISMS and Security Management Plan

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

- 5.1.1 emerging changes in Good Industry Practice;
- 5.1.2 any change or proposed change to the Supplier System, the Deliverables and/or associated processes;
- 5.1.3 any new perceived or changed security threats;
- 5.1.4 where required in accordance with paragraph 3.4.3 d), any changes to the Security Policy; and
- 5.1.5 any reasonable change in requirement requested by the Buyer.

5.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amend the ISMS and Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:

- 5.2.1 suggested improvements to the effectiveness of the ISMS;
- 5.2.2 updates to the risk assessments;
- 5.2.3 proposed modifications to the procedures and controls that affect information security to respond to events that may impact on the ISMS; and
- 5.2.4 suggested improvements in measuring the effectiveness of controls.

5.3 Subject to Paragraph 5.4, any change which the Supplier proposes to make to the ISMS or Security Management Plan (as a result of a review carried out pursuant to Paragraph 5.1, a Buyer request, a change to Annex 1 (Security) or otherwise) shall be subject to the Variation Procedure and shall not be implemented until Approved in writing by the Buyer.

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

6. Security Testing

6.1 The Supplier shall at its own expense procure and conduct Security Tests using a CREST Service Provider or CHECK Service Provider from time to time (and at least annually across the scope of the ISMS) and additionally after any change or amendment to the ISMS (including security incident management processes and incident response plans) or the Security Management Plan. Security Tests shall be designed and implemented by the Supplier so as to minimise the impact on the delivery of the Deliverables and the date, timing, content and conduct of such Security Tests shall be agreed in advance with the Buyer. Subject to compliance by the Supplier with the foregoing requirements, if any Security Tests adversely affect the

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Supplier's ability to deliver the Deliverables so as to meet the KPIs, the Supplier shall be granted relief against any resultant under-performance for the period of the Security Tests.

- 6.2 The Buyer shall be entitled to send a representative to witness the conduct of the Security Tests. The Supplier shall provide the Buyer with the results of such Security Tests (in a form approved by the Buyer in advance) as soon as practicable after completion of each Security Test.
- 6.3 Without prejudice to any other right of audit or access granted to the Buyer pursuant to this Contract, the Buyer and/or its authorised representatives shall be entitled, at any time upon giving reasonable notice to the Supplier, to carry out such tests (including penetration tests) as it may deem necessary in relation to the ISMS and the Supplier's compliance with the ISMS and the Security Management Plan. The Buyer may notify the Supplier of the results of such tests after completion of each such test. If any such Buyer's test adversely affects the Supplier's ability to deliver the Deliverables so as to meet the KPIs, the Supplier shall be granted relief against any resultant under-performance for the period of the Buyer's test.
- 6.4 Where any Security Test carried out pursuant to Paragraphs 6.2 or 6.3 reveals any actual or potential Breach of Security or weaknesses (including un-patched vulnerabilities, poor configuration and/or incorrect system management), the Supplier shall promptly notify the Buyer of any changes to the ISMS and to the Security Management Plan (and the implementation thereof) which the Supplier proposes to make in order to correct such failure or weakness. Subject to the Buyer's prior written Approval, the Supplier shall implement such changes to the ISMS and the Security Management Plan and repeat the relevant Security Tests in accordance with the timetable agreed with the Buyer or, otherwise, as soon as reasonably possible. For the avoidance of doubt, where the change to the ISMS or Security Management Plan is to address a non-compliance with the Security Policy or security requirements (as set out in Annex 1 (Baseline Security Requirements) to this Schedule) or the requirements of this Schedule, the change to the ISMS or Security Management Plan shall be at no cost to the Buyer.
- 6.5 If any repeat Security Test carried out pursuant to Paragraph 6.4 reveals an actual or potential Breach of Security exploiting the same root cause failure, such circumstance shall constitute a material Default of this Contract.

7. Complying with the ISMS

- 7.1 The Buyer shall be entitled to carry out such security audits as it may reasonably deem necessary in order to ensure that the ISMS maintains compliance with the principles and practices of ISO 27001 and/or the Security Policy where such compliance is required in accordance with paragraph 3.4.3 d).

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

8. Security Breach

- 8.1 Either Party shall notify the other in accordance with the agreed security incident management process as defined by the ISMS upon becoming aware of any breach of security or any potential or attempted Breach of Security.
- 8.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 8.1, the Supplier shall:
- 8.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:
- a) minimise the extent of actual or potential harm caused by any Breach of Security;
 - b) remedy such Breach of Security or any potential or attempted Breach of Security in order to protect the integrity of the Buyer Property and/or Buyer Assets and/or ISMS to the extent that this is within the Supplier's control;
 - c) apply a tested mitigation against any such Breach of Security or attempted Breach of Security and provided that reasonable testing has been undertaken by the Supplier, if the mitigation adversely affects the Supplier's ability to provide the Deliverables so as to meet the relevant Service Level Performance Indicators, the Supplier shall be granted relief against any resultant under-performance for such period as the Buyer, acting reasonably, may specify by written notice to the Supplier;
 - d) prevent a further Breach of Security or any potential or attempted Breach of Security in the future exploiting the same root cause failure; and

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

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

9. Vulnerabilities and fixing them

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

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

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

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

9.3 The Supplier shall procure the application of security patches to vulnerabilities within a maximum period from the public release of such patches with those vulnerabilities categorised as 'Critical' within 7 days of release, 'Important' within 14 days of release and all 'Other' within 60 Working Days of release, except where:

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

9.3.2 the application of a 'Critical' or 'Important' security patch adversely affects the Supplier's ability to deliver the Services in which case the

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Supplier shall be granted an extension to such timescales of 5 days, provided the Supplier had followed and continues to follow the security patch test plan agreed with the Buyer; or

9.3.3 the Buyer agrees a different maximum period after a case-by-case consultation with the Supplier under the processes defined in the ISMS.

9.4 The Specification and Mobilisation Plan (if applicable) shall include provisions for major version upgrades of all COTS Software to be upgraded within 6 Months of the release of the latest version, such that it is no more than one major version level below the latest release (normally codified as running software no older than the 'n-1 version') throughout the Term unless:

9.4.1 where upgrading such COTS Software reduces the level of mitigations for known threats, vulnerabilities or exploitation techniques, provided always that such upgrade is made within 12 Months of release of the latest version; or

9.4.2 is agreed with the Buyer in writing.

9.5 The Supplier shall:

9.5.1 implement a mechanism for receiving, analysing and acting upon threat information supplied by NCSC (National Cyber Security Centre), or any other competent Central Government Body;

9.5.2 ensure that the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) is monitored to facilitate the detection of anomalous behaviour that would be indicative of system compromise;

9.5.3 ensure it is knowledgeable about the latest trends in threat, vulnerability and exploitation that are relevant to the ICT Environment by actively monitoring the threat landscape during the Contract Period;

9.5.4 pro-actively scan the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) for vulnerable components and address discovered vulnerabilities through the processes described in the ISMS as developed under Paragraph 3.3.5;

9.5.5 from the date specified in the Security Management Plan provide a report to the Buyer within five (5) Working Days of the end of each Month detailing both patched and outstanding vulnerabilities in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and any elapsed time between the public release date of patches and either time of application or for outstanding vulnerabilities the time of issue of such report;

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

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Part B – Annex 1:

Baseline Security Requirements

1. Handling Classified information

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

2. End user devices

2.1 When Government Data resides on a mobile, removable or physically uncontrolled device it must be stored encrypted using a product or system component which has been formally assured through a recognised certification process of the National Cyber Security Centre ("NCSC"), for example, under the NCSC Commercial Product Assurance scheme ("CPA").

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

3. Data Processing, Storage, Management and Destruction

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

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

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3.3 The Supplier shall:

- 3.3.1 provide the Buyer with all Government Data on demand in an agreed open format;
- 3.3.2 have documented processes to guarantee availability of Government Data in the event of the Supplier ceasing to trade;
- 3.3.3 securely destroy all media that has held Government Data at the end of life of that media in line with Good Industry Practice and NCSC Data Sanitisation guidance [Secure sanitisation of storage media - NCSC.GOV.UK](#); and
- 3.3.4 securely erase any or all Government Data held by the Supplier when requested to do so by the Buyer.

4. Ensuring secure communications

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

4.2 The Buyer requires that the configuration and use of all networking equipment to provide the Services, including those that are located in secure physical locations, are at least compliant with Good Industry Practice.

5. Security by design

5.1 The Supplier shall apply the 'principle of least privilege' (the practice of limiting systems, processes and user access to the minimum possible level) to the design and configuration of IT systems which will process or store Government Data.

5.2 When designing and configuring the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) the Supplier shall follow Good Industry Practice and seek guidance from recognised security professionals with the appropriate skills and/or a NCSC certification (<https://www.ncsc.gov.uk/section/products-services/ncsc-certification>) for all bespoke or complex components of the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier).

6. Security of Supplier Staff

6.1 Supplier Staff shall be subject to pre-employment checks that include, as a minimum: identity, employment history, unspent criminal convictions and right to work.

6.2 The Supplier shall agree on a case by case basis Supplier Staff roles which require specific government clearances (such as 'SC') including system

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administrators with privileged access to IT systems which store or process Government Data.

6.3 The Supplier shall prevent Supplier Staff who are unable to obtain the required security clearances from accessing systems which store, process, or are used to manage Government Data except where agreed with the Buyer in writing.

6.4 All Supplier Staff that have the ability to access Government Data or systems holding Government Data shall undergo regular training on secure information management principles. Unless otherwise agreed with the Buyer in writing, this training must be undertaken annually.

6.5 Where the Supplier or Subcontractors grants increased ICT privileges or access rights to Supplier Staff, those Supplier Staff shall be granted only those permissions necessary for them to carry out their duties. When staff no longer need elevated privileges or leave the organisation, their access rights shall be revoked within 24 hours.

7. Restricting and monitoring access

7.1 The Supplier shall operate an access control regime to ensure all users and administrators of the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) are uniquely identified and authenticated when accessing or administering the Services. Applying the 'principle of least privilege', users and administrators shall be allowed access only to those parts of the ICT Environment that they require. The Supplier shall retain an audit record of accesses.

8. Audit

8.1 The Supplier shall collect audit records which relate to security events in the systems or that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness such Supplier audit records should (as a minimum) include:

8.1.1 Logs to facilitate the identification of the specific asset which makes every outbound request external to the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier). To the extent the design of the Deliverables allows such logs shall include those from DHCP servers, HTTP/HTTPS proxy servers, firewalls and routers.

8.1.2 Security events generated in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and shall include: privileged account log-on and log-off events, the start and termination of remote access sessions, security alerts from desktops and server operating systems and security alerts from third party security software.

8.2 The Supplier and the Buyer shall work together to establish any additional audit and monitoring requirements for the ICT Environment.

**Call-Off Schedule 9
(Security)**

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8.3 The Supplier shall retain audit records collected in compliance with this Paragraph 8 for a period of at least 2 years..

**Call-Off Schedule 9
(Security)**
Call-Off Ref:

Part B – Annex 2 - Security Management Plan

[REDACTED]

Call-Off Schedule 10 (Exit Management) Call-Off

Ref:

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Call-Off Schedule 10 (Exit Management)

Definitions

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

| | |
|-------------------------------|---|
| "Exclusive Assets" | Supplier Assets used exclusively by the Supplier or a Key Subcontractor in the provision of the Deliverables; |
| "Exit Information" | has the meaning given to it in Paragraph 3.1 of this Schedule; |
| "Exit Manager" | the person appointed by each Party to manage their respective obligations under this Schedule; |
| "Exit Plan" | the plan produced and updated by the Supplier during the Initial Period in accordance with Paragraph 4 of this Schedule; |
| "Net Book Value" | the current net book value of the relevant Supplier Asset(s) calculated in accordance with the Framework Tender or Call-Off Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice); |
| "Non-Exclusive Assets" | those Supplier Assets used by the Supplier or a Key Subcontractor in connection with the Deliverables but which are also used by the Supplier or Key Subcontractor for other purposes; |
| "Registers" | the register and configuration database referred to in Paragraph 2.2 of this Schedule; |

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| | |
|--|--|
| "Replacement Goods" | any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party; |
| "Replacement Services" | any services which are substantially similar to any of the Services and which the Buyer |
| | receives in substitution for any of the Services following the End Date, whether those goods are provided by the Buyer internally and/or by any third party; |
| "Termination Assistance" | the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice; |
| "Termination Assistance Notice" | has the meaning given to it in Paragraph 5.1 of this Schedule; |
| "Termination Assistance Period" | the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule; |
| "Transferable Assets" | Exclusive Assets which are capable of legal transfer to the Buyer; |
| "Transferable Contracts" | Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation; |
| "Transferring Assets" | has the meaning given to it in Paragraph 8.2.1 of this Schedule; |

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| | |
|---------------------------------|--|
| "Transferring Contracts" | has the meaning given to it in Paragraph 8.2.3 of this Schedule. |
|---------------------------------|--|

Supplier must always be prepared for Contract exit and SOW exit

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

2.2 During the Contract Period, the Supplier shall promptly:

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

2.2.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables' IPR asset management system which includes all Document and Source Code repositories.

("Registers").

2.3 The Supplier shall:

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

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

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

Assisting re-competition for Deliverables

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

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

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

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

Exit Plan

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

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

4.3 The Exit Plan shall set out, as a minimum:

4.3.1 a detailed description of both the transfer and cessation processes, including a timetable (this may require modification to SOW Exit Plan provisions to be updated and incorporated as part of the SOW;

4.3.2 how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;

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

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

4.3.5 proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables

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and required for their continued use;

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

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

4.3.8 proposals for the disposal of any redundant Deliverables and materials;

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

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

4.4 The Supplier shall:

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

(a) prior to each SOW and no less than every six (6) months throughout the Contract Period; and

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

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

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

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

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

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

Termination Assistance

5.1 The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a "**Termination Assistance Notice**") at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable, in the case of the Call-Off Contract and each SOW (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:

5.1.1 the nature of the Termination Assistance required; and

5.1.2 the start date and initial period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the End Date.

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

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

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

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

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

Termination Assistance Period

6.1 Throughout the Termination Assistance Period the Supplier shall:

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

6.1.2 provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its

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

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

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

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

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

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

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

Obligations when the contract is terminated

7.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.

7.2 Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:

7.2.1 vacate any Buyer Premises;

7.2.2 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;

7.2.3 provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:

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- (a) such information relating to the Deliverables as remains in the possession or control of the Supplier; and
- (b) such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.

7.3 Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Buyer to the Supplier in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.

Assets, Sub-contracts and Software

8.1 Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent:

8.1.1 terminate, enter into or vary any Sub-Contract or licence for any software in connection with the Deliverables; or

8.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.

8.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier, the Buyer shall notify the Supplier setting out:

8.2.1 which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("**Transferring Assets**");

8.2.2 which, if any, of:

- (a) the Exclusive Assets that are not Transferable Assets; and
- (b) the Non-Exclusive Assets,

the Buyer and/or the Replacement Supplier requires the continued use of; and

8.2.3 which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the "**Transferring Contracts**"), in order for the Buyer and/or its Replacement Supplier to provide the Deliverables from the expiry of the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Goods and/or Replacement Services.

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8.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.

8.4 Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.

8.5 Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:

8.5.1 procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which

8.5.2 procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.

8.6 The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment.

8.7 The Buyer shall:

8.7.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and

8.7.2 once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.

8.8 The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or the Replacement Supplier has taken place.

8.9 The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to Paragraph 8.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 19 (Other people's rights in this contract) shall not apply to this Paragraph

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8.9 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

No charges

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

10. Dividing the bills

10.1 All outgoings, expenses, rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Buyer and/or the Replacement and the Supplier as follows:

10.1.1 the amounts shall be annualised and divided by 365 to reach a daily rate;

10.1.2 the Buyer or Replacement Supplier (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and

10.1.3 the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

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

Call-Off Ref:

Call-Off Schedule 13 (Implementation Plan and Testing)

Part A - Implementation

1. definitions

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

| | |
|--|--|
| "Delay" | a) a delay in the Achievement of a Milestone by its Milestone Date; or b) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan; |
| "Deliverable Item" | 1an item or feature in the supply of the Deliverables delivered or to be delivered by the Supplier at or before a Milestone Date listed in the Implementation Plan; |
| "Milestone Payment" | 2a payment identified in the Implementation Plan to be made following the issue of a Satisfaction Certificate in respect of Achievement of the relevant Milestone; |
| Implementation Period" Paragraph | 3has the meaning given to it in 7 . 1 ; |

2. Agreeing and following the Implementation Plan

2.1 A draft of the Implementation Plan is set out in the Annex to this Schedule. The Supplier shall provide a further draft Implementation Plan **30** days after the final signature of the Call-Off Contract.

2.2 The draft Implementation Plan:

2.2.1 must contain information at the level of detail necessary to manage the implementation stage effectively for the whole Call-Off Contract and each Statement of Work

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- issued under it for the supply of Deliverables and as the Buyer may otherwise require;
- 2.2.2 shall provide details on how the required Social Value commitments will be delivered through the Call-Off Contract; and
- 2.2.3 it shall take account of all dependencies known to, or which should reasonably be known to, the Supplier.
- 2.3 Following receipt of the draft Implementation Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the Implementation Plan. If the Parties are unable to agree the contents of the Implementation Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 2.4 The Supplier shall provide each of the Deliverable Items identified in the Implementation Plan by the date assigned to that Deliverable Item in the Implementation Plan so as to ensure that each Milestone identified in the Implementation Plan is Achieved on or before its Milestone Date.
- 2.5 The Supplier shall also provide as required or requested reports to the Buyer concerning activities and impacts arising from Social Value including in the Implementation Plan.
- 2.6 The Supplier shall monitor its performance against the Implementation Plan and Milestones (if any) and report to the Buyer on such performance.
- 2.7 The Supplier shall, in relation to each SOW, incorporate within it all Implementation Plan and Testing requirements for the satisfactory completion of each Deliverable Item to be provided under that SOW.

3. Reviewing and changing the Implementation Plan

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

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4. Security requirements before the Start Date

- 4.1 The Supplier shall note that it is incumbent upon them to understand the lead-in period for security clearances and ensure that all Supplier Staff have the necessary security clearance in place before the Call-Off Start Date. The Supplier shall ensure that this is reflected in their Implementation Plans.
- 4.2 The Supplier shall ensure that all Supplier Staff and Subcontractors do not access the Buyer's IT systems, or any IT systems linked to the Buyer, unless they have satisfied the Buyer's security requirements.
- 4.3 The Supplier shall be responsible for providing all necessary information to the Buyer to facilitate security clearances for Supplier Staff and Subcontractors in accordance with the Buyer's requirements.
- 4.4 The Supplier shall provide the names of all Supplier Staff and Subcontractors and inform the Buyer of any alterations and additions as they take place throughout the Call-Off Contract.
- 4.5 The Supplier shall ensure that all Supplier Staff and Subcontractors requiring access to the Buyer Premises have the appropriate security clearance. It is the Supplier's responsibility to establish whether or not the level of clearance will be sufficient for access. Unless prior approval has been received from the Buyer, the Supplier shall be responsible for meeting the costs associated with the provision of security cleared escort services.
- 4.6 If a property requires Supplier Staff or Subcontractors to be accompanied by the Buyer's Authorised Representative, the Buyer must be given reasonable notice of such a requirement, except in the case of emergency access.

5. What to do if there is a Delay

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

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

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6. Compensation for a Delay

- 6.1 If Delay Payments have been included in the Implementation Plan and a Milestone has not been achieved by the relevant Milestone Date, the Supplier shall pay to the Buyer such Delay Payments (calculated as set out by the Buyer in the Implementation Plan) and the following provisions shall apply:
 - 6.1.1 the Supplier acknowledges and agrees that any Delay Payment is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to Achieve the corresponding Milestone;
 - 6.1.2 Delay Payments shall be the Buyer's exclusive financial remedy for the Supplier's failure to Achieve a Milestone by its Milestone Date except where:
 - (a) the Buyer is entitled to or does terminate this Contract pursuant to Clause 10.4 (When CCS or the Buyer can end this contract); or
 - (b) the delay exceeds the number of days (the "**Delay Period Limit**") specified in the Implementation Plan commencing on the relevant Milestone Date;
 - 6.1.3 the Delay Payments will accrue on a daily basis from the relevant Milestone Date until the date when the Milestone is Achieved;
 - 6.1.4 no payment or other act or omission of the Buyer shall in any way affect the rights of the Buyer to recover the Delay Payments or be deemed to be a waiver of the right of the Buyer to recover any such damages; and
 - 6.1.5 Delay Payments shall not be subject to or count towards any limitation on liability set out in Clause 11 (How much you can be held responsible for).

7. Implementation Plan

- 7.1 The Implementation Period will be a [six (6)] Month period for the Call-Off Contract and for the duration of each SOW.
- 7.2 During the Implementation Period, the incumbent supplier shall retain full responsibility for all existing services until the Call-Off Start Date or as otherwise formally agreed with the Buyer in each SOW. The Supplier's full service obligations shall formally be assumed on the Call-Off Start Date as set out in Order Form.
- 7.3 In accordance with the Implementation Plan, the Supplier shall:
 - 7.3.1 work cooperatively and in partnership with the Buyer, incumbent supplier, and other Framework Supplier(s), where

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- applicable, to understand the scope of Services to ensure a mutually beneficial handover of the Services;
- 7.3.2 work with the incumbent supplier and Buyer to assess the scope of the Services and prepare a plan which demonstrates how they will mobilise the Services;
 - 7.3.3 liaise with the incumbent Supplier to enable the full completion of the Implementation Period activities; and
 - 7.3.4 produce a Implementation Plan, to be agreed by the Buyer, for carrying out the requirements within the Implementation Period including, key Milestones and dependencies.
- 7.4 The Implementation Plan will include detail stating:
- 7.4.1 how the Supplier will work with the incumbent Supplier and the Buyer Authorised Representative to capture and load up information such as asset data ; and
 - 7.4.2 a communications plan, to be produced and implemented by the Supplier, but to be agreed with the Buyer, including the frequency, responsibility for and nature of communication with the Buyer and end users of the Services.
- 7.5 In addition, the Supplier shall:
- 7.5.1 appoint a Supplier Authorised Representative who shall be responsible for the management of the Implementation Period, to ensure that the Implementation Period is planned and resourced adequately, and who will act as a point of contact for the Buyer;
 - 7.5.2 mobilise all the Services specified in the Specification within the Call-Off Contract and each SOW;
 - 7.5.3 produce a Implementation Plan report for each Buyer Premises to encompass programmes that will fulfil all the Buyer's obligations to landlords and other tenants:
 - (a) the format of reports and programmes shall be in accordance with the Buyer's requirements and particular attention shall be paid to establishing the operating requirements of the occupiers when preparing these programmes which are subject to the Buyer's approval; and
 - (b) the Parties shall use reasonable endeavours to agree the contents of the report but if the Parties are unable to agree the contents within twenty (20) Working Days of its submission by the Supplier to the Buyer, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

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- 7.5.4 manage and report progress against the Implementation Plan both at a Call-Off Contract level (which shall include an update on costings) and SOW level;
- 7.5.5 construct and maintain a Implementation risk and issue register in conjunction with the Buyer detailing how risks and issues will be effectively communicated to the Buyer in order to mitigate them;
- 7.5.6 attend progress meetings (frequency of such meetings shall be as set out in the Order Form and each SOW) in accordance with the Buyer's requirements during the Implementation Period. Implementation meetings shall be chaired by the Buyer and all meeting minutes shall be kept and published by the Supplier; and
- 7.5.7 ensure that all risks associated with the Implementation Period are minimised to ensure a seamless change of control between incumbent provider and the Supplier.

Annex 1: Implementation Plan

A.1 The Supplier shall provide a:

- (a) high level Implementation Plan for the Call-Off Contract as part of the Further Competition Procedure; and
- (b) a detailed Implementation Plan for each SOW.

A.2 The Implementation Plan is set out below and the Milestones to be Achieved are identified below:

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

Call-Off Def:

| Milestone | Description | Duration | Buyer Responsibility | Milestone Payment | Delay Payment |
|--|--|---|----------------------|-------------------|---------------|
| Suppliers Implementation Plan | Provision and agreement of Implementation Plan as per Call-Off Schedule 13 including Key Personal Implementation Team | Within 30 days of Contract Award | | | |
| Security Clearance 1 | Complete Key Implementation Personal Security Checks (BPSS) | Within 14 days of Contract Signature Date | | | |
| Communication and engagement plan | Supplier to deliver a Communication and Stakeholder Engagement Plan outlining stakeholder mapping, communication channels, frequency and messaging for all affected parties. | Within 14 days of Contract Signature Date | | | |

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| | | | | | |
|--|--|--|--|--|--|
| <p>Access Requirements</p> | <p>Supplier to provide an updated set of access requirements mapped the to Role Based Access Control of the Buyer.</p> | <p>Within 14 days of Contract Signature Date</p> | | | |
| <p>KPI/SLA Performance Level Review</p> | <p>Review and finalise KPI/SLAs to be utilised throughout the contract term</p> | <p>Within 60 days of Contract Award Date</p> | | | |
| <p>Knowledge Transfer Plan Approach</p> | <p>Document to cover objectives, timescales and methodology for transferring knowledge from incumbent suppliers to new supplier.</p> | <p>Within 70 days of Contract Award Date</p> | | | |
| <p>Security Management Plan</p> | <p>Provision and agreement of Security Management Plan as per Call-Off Schedule 9</p> | <p>Within 20 Days of the Contract Start Date</p> | | | |

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

Call-Off Def:

| | | | | | |
|--|---|--|--|--|--|
| <p>Performance Monitoring Reports</p> | <p>Details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties</p> | <p>Within twenty (20) Working Days of the Start Date</p> | | | |
| <p>Security Clearance 2</p> | <p>Complete Delivery Personal Security Checks (BPSS)</p> | <p>Within 30 Days of the Contract Start Date</p> | | | |
| <p>Business Continuity and Disaster Recovery Plan</p> | <p>Provision and agreement of Business Continuity and Disaster Recovery Plan as per Call-Off Schedule 8</p> | <p>Within 90 days of Contract Start Date</p> | | | |
| <p>Exit Management Plan</p> | <p>Provision and agreement of Exit Management Plan as per Call-Off-Schedule-10 Exit Management</p> | <p>Provision and agreement of Exit Management Plan as per Call-Off-Schedule-10 Exit Management</p> | | | |

For the purposes of Paragraph 6.1.5 the Delay Period Limit shall be 28 days.

Part B - Testing

1. Definitions

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

Call Off Def.

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

| | |
|------------------------------------|--|
| "Component" | 4any constituent parts of the Deliverables; |
| "Material Test Issue" | 5a Test Issue of Severity Level 1 or Severity Level 2; |
| "Satisfaction Certificate" | 6a certificate materially in the form of the document contained in Annex 2 issued by the Buyer when a Deliverable and/or Milestone has satisfied its relevant Test Success Criteria; |
| "Severity Level" | 7the level of severity of a Test Issue, the criteria for which are described in Annex 1; |
| "Test Issue Management Log" | 8a log for the recording of Test Issues as described further in Paragraph 8.1 of this Schedule; |
| "Test Issue Threshold" | 9in relation to the Tests applicable to a Milestone, a maximum number of Severity Level 3, Severity Level 4 and Severity Level 5 Test Issues as set out in the relevant Test Plan; |
| "Test Reports" | 10 the reports to be produced by the Supplier setting out the results of Tests; |
| "Test Specification" | 11 the specification that sets out how Tests will demonstrate that the Test Success Criteria have been satisfied, as described in more detail in Paragraph 6.2 of this Schedule; |
| "Test Strategy" | 12 a strategy for the conduct of Testing as described further in Paragraph 3.2 of this Schedule; |
| "Test Success Criteria" | 13 in relation to a Test, the test success criteria for that Test as referred to in Paragraph 5 of this Schedule; |

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

Call Off Ref:

"Test Witness"

14 any person appointed by the Buyer pursuant to Paragraph 9 of this Schedule; and

"Testing Procedures"

15 the applicable testing procedures and Test Success Criteria set out in this Schedule.

2. How testing should work

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

3. Planning for testing

- 3.1 The Supplier shall develop the final Test Strategy as soon as practicable after the Start Date but in any case no later than twenty (20) Working Days after the Start Date.
- 3.2 The final Test Strategy shall include:
 - 3.2.1 an overview of how Testing will be conducted in relation to the Implementation Plan;
 - 3.2.2 the process to be used to capture and record Test results and the categorisation of Test Issues;
 - 3.2.3 the procedure to be followed should a Deliverable fail a Test, fail to satisfy the Test Success Criteria or where the Testing of a Deliverable produces unexpected results, including a procedure for the resolution of Test Issues;
 - 3.2.4 the procedure to be followed to sign off each Test;

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

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- 3.2.5 the process for the production and maintenance of Test Reports and a sample plan for the resolution of Test Issues;
- 3.2.6 the names and contact details of the Buyer and the Supplier's Test representatives;
- 3.2.7 a high level identification of the resources required for Testing including Buyer and/or third party involvement in the conduct of the Tests;
- 3.2.8 the technical environments required to support the Tests; and
- 3.2.9 the procedure for managing the configuration of the Test environments.

4. Preparing for Testing

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

5. Passing Testing

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

6. How Deliverables will be tested

- 6.1 Following approval of a Test Plan, the Supplier shall develop the Test Specification for the relevant Deliverables as soon as reasonably practicable and in any event at least 10 Working Days prior to the start of the relevant Testing (as specified in the Implementation Plan).
- 6.2 Each Test Specification shall include as a minimum:
 - 6.2.1 the specification of the Test data, including its source, scope, volume and management, a request (if applicable) for relevant Test data to be provided by the Buyer and the extent to which it is equivalent to live operational data;

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

Call Off Ref:

- 6.2.2 a plan to make the resources available for Testing;
- 6.2.3 Test scripts;
- 6.2.4 Test pre-requisites and the mechanism for measuring them; and
- 6.2.5 expected Test results, including:
 - (a) a mechanism to be used to capture and record Test results; and
 - (b) a method to process the Test results to establish their content.

7. Performing the tests

- 7.1 Before submitting any Deliverables for Testing the Supplier shall subject the relevant Deliverables to its own internal quality control measures.
- 7.2 The Supplier shall manage the progress of Testing in accordance with the relevant Test Plan and shall carry out the Tests in accordance with the relevant Test Specification. Tests may be witnessed by the Test Witnesses in accordance with Paragraph 9.3.
- 7.3 The Supplier shall notify the Buyer at least 10 Working Days in advance of the date, time and location of the relevant Tests and the Buyer shall ensure that the Test Witnesses attend the Tests.
- 7.4 The Buyer may raise and close Test Issues during the Test witnessing process.
- 7.5 The Supplier shall provide to the Buyer in relation to each Test:
 - 7.5.1 a draft Test Report not less than 2 Working Days prior to the date on which the Test is planned to end; and
 - 7.5.2 the final Test Report within 5 Working Days of completion of Testing.
- 7.6 Each Test Report shall provide a full report on the Testing conducted in respect of the relevant Deliverables, including:
 - 7.6.1 an overview of the Testing conducted;
 - 7.6.2 identification of the relevant Test Success Criteria that have/have not been satisfied together with the Supplier's explanation of why any criteria have not been met;
 - 7.6.3 the Tests that were not completed together with the Supplier's explanation of why those Tests were not completed;
 - 7.6.4 the Test Success Criteria that were satisfied, not satisfied or which were not tested, and any other relevant categories, in

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

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- each case grouped by Severity Level in accordance with Paragraph 8.1; and
- 7.6.5 the specification for any hardware and software used throughout Testing and any changes that were applied to that hardware and/or software during Testing.
- 7.7 When the Supplier has completed a Milestone, it shall submit any Deliverables relating to that Milestone for Testing.
- 7.8 Each party shall bear its own costs in respect of the Testing. However, if a Milestone is not Achieved the Buyer shall be entitled to recover from the Supplier any reasonable additional costs it may incur as a direct result of further review or re-Testing of a Milestone.
- 7.9 If the Supplier successfully completes the requisite Tests, the Buyer shall issue a Satisfaction Certificate as soon as reasonably practical following such successful completion. Notwithstanding the issuing of any Satisfaction Certificate, the Supplier shall remain solely responsible for ensuring that the Deliverables are implemented in accordance with this Contract.

8. Discovering Problems

- 8.1 Where a Test Report identifies a Test Issue, the Parties shall agree the classification of the Test Issue using the criteria specified in Annex 1 and the Test Issue Management Log maintained by the Supplier shall log Test Issues reflecting the Severity Level allocated to each Test Issue.
- 8.2 The Supplier shall be responsible for maintaining the Test Issue Management Log and for ensuring that its contents accurately represent the current status of each Test Issue at all relevant times. The Supplier shall make the Test Issue Management Log available to the Buyer upon request.
- 8.3 The Buyer shall confirm the classification of any Test Issue unresolved at the end of a Test in consultation with the Supplier. If the Parties are unable to agree the classification of any unresolved Test Issue, the Dispute shall be dealt with in accordance with the Dispute Resolution Procedure using the Expedited Dispute Timetable.

9. Test witnessing

- 9.1 The Buyer may, in its sole discretion, require the attendance at any Test of one or more Test Witnesses selected by the Buyer, each of whom shall have appropriate skills to fulfil the role of a Test Witness.
- 9.2 The Supplier shall give the Test Witnesses access to any documentation and Testing environments reasonably necessary and

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requested by the Test Witnesses to perform their role as a Test Witness in respect of the relevant Tests.

9.3 The Test Witnesses:

9.3.1 shall actively review the Test documentation;

9.3.2 will attend and engage in the performance of the Tests on behalf of the Buyer so as to enable the Buyer to gain an informed view of whether a Test Issue may be closed or whether the relevant element of the Test should be re-Tested;

9.3.3 shall not be involved in the execution of any Test;

9.3.4 shall be required to verify that the Supplier conducted the Tests in accordance with the Test Success Criteria and the relevant Test Plan and Test Specification;

9.3.5 may produce and deliver their own, independent reports on Testing, which may be used by the Buyer to assess whether the Tests have been Achieved;

9.3.6 may raise Test Issues on the Test Issue Management Log in respect of any Testing; and

9.4 may require the Supplier to demonstrate the modifications made to any defective Deliverable before a Test Issue is closed.

10. Auditing the quality of the test

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

10.2 The Supplier shall allow sufficient time in the Test Plan to ensure that adequate responses to a Testing Quality Audit can be provided.

10.3 The Buyer will give the Supplier at least 5 Working Days' written notice of the Buyer's intention to undertake a Testing Quality Audit.

10.4 The Supplier shall provide all reasonable necessary assistance and access to all relevant documentation required by the Buyer to enable it to carry out the Testing Quality Audit.

10.5 If the Testing Quality Audit gives the Buyer concern in respect of the Testing Procedures or any Test, the Buyer shall prepare a written report for the Supplier detailing its concerns and the Supplier shall, within a reasonable timeframe, respond in writing to the Buyer's report.

10.6 In the event of an inadequate response to the written report from the Supplier, the Buyer (acting reasonably) may withhold a Satisfaction

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Certificate until the issues in the report have been addressed to the reasonable satisfaction of the Buyer.

11. Outcome of the testing

- 11.1 The Buyer will issue a Satisfaction Certificate when the Deliverables satisfy the Test Success Criteria in respect of that Test without any Test Issues.
- 11.2 If the Deliverables (or any relevant part) do not satisfy the Test Success Criteria then the Buyer shall notify the Supplier and:
 - 11.2.1 the Buyer may issue a Satisfaction Certificate conditional upon the remediation of the Test Issues;
 - 11.2.2 the Buyer may extend the Test Plan by such reasonable period or periods as the Parties may reasonably agree and require the Supplier to rectify the cause of the Test Issue and re-submit the Deliverables (or the relevant part) to Testing; or
 - 11.2.3 where the failure to satisfy the Test Success Criteria results, or is likely to result, in the failure (in whole or in part) by the Supplier to meet a Milestone, then without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default.
- 11.3 The Buyer shall be entitled, without prejudice to any other rights and remedies that it has under this Contract, to recover from the Supplier any reasonable additional costs it may incur as a direct result of further review or re-Testing which is required for the Test Success Criteria for that Deliverable to be satisfied.
- 11.4 The Buyer shall issue a Satisfaction Certificate in respect of a given Milestone as soon as is reasonably practicable following:
 - 11.4.1 the issuing by the Buyer of Satisfaction Certificates and/or conditional Satisfaction Certificates in respect of all Deliverables related to that Milestone which are due to be Tested; and
 - 11.4.2 performance by the Supplier to the reasonable satisfaction of the Buyer of any other tasks identified in the Implementation Plan as associated with that Milestone.
- 11.5 The grant of a Satisfaction Certificate shall entitle the Supplier to the receipt of a payment in respect of that Milestone in accordance with the provisions of any Implementation Plan and Clause 4 (Pricing and payments).
- 11.6 If a Milestone is not Achieved, the Buyer shall promptly issue a report to the Supplier setting out the applicable Test Issues and any other reasons for the relevant Milestone not being Achieved.

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

Call Off Def.

- 11.7 If there are Test Issues but these do not exceed the Test Issues Threshold, then provided there are no Material Test Issues, the Buyer shall issue a Satisfaction Certificate.
- 11.8 If there is one or more Material Test Issue(s), the Buyer shall refuse to issue a Satisfaction Certificate and, without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default.
- 11.9 If there are Test Issues which exceed the Test Issues Threshold but there are no Material Test Issues, the Buyer may at its discretion (without waiving any rights in relation to the other options) choose to issue a Satisfaction Certificate conditional on the remediation of the Test Issues in accordance with an agreed Rectification Plan provided that:
 - 11.9.1 any Rectification Plan shall be agreed before the issue of a conditional Satisfaction Certificate unless the Buyer agrees otherwise (in which case the Supplier shall submit a Rectification Plan for approval by the Buyer within 10 Working Days of receipt of the Buyer's report pursuant to Paragraph 10.5); and
 - 11.9.2 where the Buyer issues a conditional Satisfaction Certificate, it may (but shall not be obliged to) revise the failed Milestone Date and any subsequent Milestone Date.

12.Risk

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

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

Call Off Ref:

Annex 1: Test Issues – Severity Levels

1. Severity 1 Error

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

2. Severity 2 Error

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

3. Severity 3 Error

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

4. Severity 4 Error

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

5. Severity 5 Error

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

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

Call-Off Ref:

Annex 2: Satisfaction Certificate

To: [insert name of Supplier]

From: [insert name of Buyer]

[insert Date dd/mm/yyyy]

Dear Sirs,

Satisfaction Certificate

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

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

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

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

[OR]

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

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

Yours faithfully

[insert Name]

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

Call Off Ref:

[insert Position]

acting on behalf of [insert name of Buyer]

Call-Off Schedule 14A (Service Levels)

Call-Off Ref:

Call-Off Schedule 14A (Service Levels)

1. Definitions

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

"Critical Service Level Failure" has the meaning given to it in the Order Form;

"Service Credits" 1 any service credits specified in the Annex to Part A of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;

"Service Credit Cap" 2 has the meaning given to it in the Order Form;

"Service Level Failure" 3
4 means a failure to meet the Service Level Performance Measure in respect of a Service Level;

"Service Level Performance Measure"

"Service Level Threshold" 5 shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule; and

6 shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule.

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

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

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

2.3 The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the

Call-Off Schedule 14A (Service Levels)

Call-Off Ref:

provisions of Part B (Performance Monitoring) of this Schedule.

Call-Off Schedule 14A (Service Levels)

Call-Off Ref:

- 2.4** A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:
- 2.4.1 the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or
- 2.4.2 the Service Level Failure:
- (a) exceeds the relevant Service Level Threshold;
 - (b) has arisen due to a Prohibited Act or willful Default by the Supplier;
 - (c) results in the corruption or loss of any Government Data; and/or
 - (d) results in the Buyer being required to make a compensation payment to one or more third parties; and/or
- 2.4.3 the Buyer is entitled to or does terminate this Contract pursuant to Clause 10.4 (CCS and Buyer Termination Rights).
- 2.5** Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months' notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:
- 2.5.1 the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;
- 2.5.2 the principal purpose of the change is to reflect changes in the Buyer's business requirements and/or priorities or to reflect changing industry standards; and
- 2.5.3 there is no change to the Service Credit Cap.

3. Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

- 3.1** any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and
- 3.2** the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("**Compensation for Critical Service Level Failure**"),

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

Call-Off Schedule 14A (Service Levels)

Call-Off Ref:

Part A: Service Levels and Service Credits

1. Service Levels

If the level of performance of the Supplier:

- 1.1 is likely to or fails to meet any Service Level Performance Measure; or
- 1.2 is likely to cause or causes a Critical Service Failure to occur,

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

- 1.2.1 require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;
- 1.2.2 instruct the Supplier to comply with the Rectification Plan Process;
- 1.2.3 if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Supplier to the Buyer; and/or
- 1.2.4 if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for material Default).

2. Service Credits

- 2.1 The Buyer shall use the Performance Monitoring Reports supplied by the Supplier to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.
- 2.2 Service Credits are a reduction of the amounts payable in respect of the Deliverables and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with calculation formula in the Annex to Part A of this Schedule.

Call-Off Schedule 14A (Service Levels)

Call-Off Ref:

Annex A to Part A: Services Levels and Service Credits Table

The Service Credits shall be applied on the basis of the following :

| Service Levels | | | | Service Credit for each Service Period |
|-------------------------|--|--|---|---|
| Service Level Criterion | Key Indicator | Service Level Performance Measure | Service Level Threshold | |
| Contractual Compliance | Conformance with contractual documents as detailed in Section Call-Off Incorporated Terms within the Order Form document | Any breach against contractual documents | Each breach on a monthly basis | 3% Service Credit gained for each occurrence |
| SME Spend Commitment | Value spent with SMEs | A minimum of 30% spend with SMEs | ≥ 30% spend with SMEs on an annual basis (retrospective contractual year) | 5% Service Credit gained when annual spend with SMEs is under Service Level Threshold |

Call-Off Schedule 14A (Service Levels)

Call-Off Ref:

Part B: Performance Monitoring

3. Performance Monitoring and Performance Review

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

Call-Off Schedule 14A (Service Levels)

Call-Off Ref:

- 3.4 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.
- 3.5 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.

4. Satisfaction Surveys

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

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

Call-Off Ref:

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

1. Definitions

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

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

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

2. Contract Management

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

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

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

3. Role of the Supplier Contract Manager

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

3.1.1 the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;

3.1.2 able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Contract Manager's responsibilities and obligations;

3.1.3 able to cancel any delegation and recommence the position himself; and

3.1.4 replaced only after the Buyer has received notification of the proposed change.

3.2 The Buyer may provide revised instructions to the Supplier's Contract Managers in regards to the Contract and it will be the Supplier's Contract

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

Call-Off Ref:

Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.

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

4. Role of the Operational Board

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

5. Contract Risk Management

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

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

Call-Off Ref:

- 5.4 The Supplier will maintain a risk register of the risks relating to the Call-Off Contract which the Buyer's and the Supplier have identified.

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

Call-Off Ref:

Annex: Contract Boards

The Parties agree to operate the following boards at the locations and at the frequencies set out below:

| Meeting title | Main purpose and standing agenda items | Frequency | Regular attendees - Authority | Regular attendees - supplier |
|---|--|-----------------------|---|------------------------------|
| Monthly update meetings (service led if required) | <ul style="list-style-type: none"> - Monthly service requirements - 30% SME spend review - Pipeline of service requirements - Items raised for discussion - Other items as required | Monthly (if required) | Supplier Management Team, Service leads | |
| Bi-monthly SRM meeting | <ul style="list-style-type: none"> - Updates on operations - Payment and operational discussions - Items raised for discussion - Other items as required | | Supplier Management Team | |
| Quarterly Performance Review | <ul style="list-style-type: none"> - SLA Balanced Scorecard Discussion - Performance against KPIs Discussion - 30% SME spend review - Overall Performance - Other items as required | Every three months | Supplier Management Team; Commercial | |

Further information can be found in document: Appendix 5_Contract Management Plan.

Call-Off Schedule 16 (Benchmarking)
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Call-Off Schedule 16 (Benchmarking)

1. DEFINITIONS

1.1 In this Schedule, the following expressions shall have the following meanings:

| | |
|-----------------------------------|--|
| "Benchmark Review" | 1a review of the Deliverables carried out in accordance with this Schedule to determine whether those Deliverables represent Good Value; |
| "Benchmarked Deliverables" | 2 any Deliverables included within the scope of a Benchmark Review pursuant to this Schedule; |
| "Comparable Rates" | 3 the Charges for Comparable Deliverables; |
| "Comparable Deliverables" | 4 deliverables that are identical or materially similar to the Benchmarked Deliverables (including in terms of scope, specification, volume and quality of performance) provided that if no identical or materially similar Deliverables exist in the market, the Supplier shall propose an approach for developing a comparable Deliverables benchmark; |
| "Comparison Group" | 5 a sample group of organisations providing Comparable Deliverables which consists of organisations which are either of similar size to the Supplier or which are similarly structured in terms of their business and their service offering so as to be fair comparators with the Supplier or which, are best practice organisations; |
| "Equivalent Data" | 6 data derived from an analysis of the Comparable Rates and/or the Comparable Deliverables (as applicable) provided by the Comparison Group; |
| "Good Value" | 7 that the Benchmarked Rates are within the Upper Quartile; and |
| "Upper Quartile" | 8 in respect of Benchmarked Rates, that based on an analysis of Equivalent Data, the Benchmarked Rates, as compared to the range of prices for Comparable Deliverables, are within the top 25% in terms of best value for money for the recipients of Comparable Deliverables. |

2. When you should use this Schedule

Call-Off Schedule 16 (Benchmarking)

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

2.2 This Schedule sets to ensure the Contracts represent value for money throughout and that the Buyer may terminate the Contract by issuing a Termination Notice to the Supplier if the Supplier refuses or fails to comply with its obligations as set out in Paragraphs 3 of this Schedule.

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

3. Benchmarking

3.1 How benchmarking works

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

3.1.2 The Buyer may, by written notice to the Supplier, require a Benchmark Review of any or all of the Deliverables.

3.1.3 The Buyer shall not be entitled to request a Benchmark Review during the first six (6) Month period from the Contract Commencement Date or at intervals of less than twelve (12) Months after any previous Benchmark Review.

3.1.4 The purpose of a Benchmark Review will be to establish whether the Benchmarked Deliverables are, individually and/or as a whole, Good Value.

3.1.5 The Deliverables that are to be the Benchmarked Deliverables will be identified by the Buyer in writing.

3.1.6 Upon its request for a Benchmark Review the Buyer shall nominate a benchmarker. The Supplier must approve the nomination within ten (10) Working Days unless the Supplier provides a reasonable explanation for rejecting the appointment. If the appointment is rejected then the Buyer may propose an alternative benchmarker. If the Parties cannot agree the appointment within twenty (20) days of the initial request for Benchmark review then a benchmarker shall

be selected by the Chartered Institute of Financial Accountants.

3.1.7 The cost of a benchmarker shall be borne by the Buyer (provided that each Party shall bear its own internal costs of the Benchmark Review) except where the Benchmark Review demonstrates that the Benchmarked Service and/or the Benchmarked Deliverables are not Good Value, in which case the Parties shall share the cost of the benchmarker in such proportions as the Parties agree (acting reasonably). Invoices by the benchmarker shall be raised against the Supplier and the relevant portion shall be reimbursed by the Buyer.

3.2 Benchmarking Process

3.2.1 The benchmarker shall produce and send to the Buyer, for Approval, a draft plan for the Benchmark Review which must include:

(a) a proposed cost and timetable for the Benchmark Review;

(b) a description of the benchmarking methodology to be used which must demonstrate that the methodology to be used is capable of fulfilling the benchmarking purpose; and

Call-Off Schedule 16 (Benchmarking)

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(c) a description of how the benchmarker will scope and identify the Comparison Group.

3.2.2 The benchmarker, acting reasonably, shall be entitled to use any model to determine the achievement of value for money and to carry out the benchmarking.

3.2.3 The Buyer must give notice in writing to the Supplier within ten (10) Working Days after receiving the draft plan, advising the benchmarker and the Supplier whether it Approves the draft plan, or, if it does not approve the draft plan, suggesting amendments to that plan (which must be reasonable). If amendments are suggested then the benchmarker must produce an amended draft plan and this Paragraph 3.2.3 shall apply to any amended draft plan.

3.2.4 Once both Parties have approved the draft plan then they will notify the benchmarker. No Party may unreasonably withhold or delay its Approval of the draft plan.

3.2.5 Once it has received the Approval of the draft plan, the benchmarker shall:

- (a) finalise the Comparison Group and collect data relating to Comparable Rates. The selection of the Comparable Rates (both in terms of number and identity) shall be a matter for the Supplier's professional judgment using:
 - (i) market intelligence;
 - (ii) the benchmarker's own data and experience;
 - (iii) relevant published information; and
 - (iv) pursuant to Paragraph 3.2.6 below, information from other suppliers or purchasers on Comparable Rates;
 - (b) by applying the adjustment factors listed in Paragraph 3.2.7 and from an analysis of the Comparable Rates, derive the Equivalent Data;
 - (c) using the Equivalent Data, calculate the Upper Quartile;
 - (d) determine whether or not each Benchmarked Rate is, and/or the Benchmarked Rates as a whole are, Good Value.
- 3.2.6 The Supplier shall use all reasonable endeavours and act in good faith to supply information required by the benchmarker in order to undertake the benchmarking. The Supplier agrees to use its reasonable endeavours to obtain information from other suppliers or purchasers on Comparable Rates.
- 3.2.7 In carrying out the benchmarking analysis the benchmarker may have regard to the following matters when performing a comparative assessment of the Benchmarked Rates and the Comparable Rates in order to derive Equivalent Data:
- (a) the contractual terms and business environment under which the Comparable Rates are being provided (including the scale and geographical spread of the customers);

Call-Off Schedule 16 (Benchmarking)

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- (b) exchange rates;
- (c) any other factors reasonably identified by the Supplier, which, if not taken into consideration, could unfairly cause the Supplier's pricing to appear non-competitive.

3.3 Benchmarking Report

3.3.1 For the purposes of this Schedule "**Benchmarking Report**" shall mean the report produced by the benchmarker following the Benchmark Review and as further described in this Schedule;

3.3.2 The benchmarker shall prepare a Benchmarking Report and deliver it to the Buyer, at the time specified in the plan Approved pursuant to Paragraph 3.2.3, setting out its findings. Those findings shall be required to:

- (a) include a finding as to whether or not a Benchmarked Service and/or whether the Benchmarked Deliverables as a whole are, Good Value;
- (b) if any of the Benchmarked Deliverables are, individually or as a whole, not Good Value, specify the changes that would be required to make that Benchmarked Service or the Benchmarked Deliverables as a whole Good Value; and
- (c) include sufficient detail and transparency so that the Party requesting the Benchmarking can interpret and understand

how the Supplier has calculated whether or not the Benchmarked Deliverables are, individually or as a whole, Good Value.

3.3.3 The Parties agree that any changes required to this Contract identified in the Benchmarking Report shall be implemented at the direction of the Buyer in accordance with Clause 24 (Changing the contract).

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

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract for **DDaT Capability as a Service Contract: Service Type 1 - Technical**.

This service type comprises capabilities which would primarily be found within the Architecture, Software Development, and Quality Assurance and Testing sections of the Government Digital and Data Profession Capability Framework.

The types of roles required includes, but may not be limited to, those detailed against the functional requirements associated with this Service Type. Additional roles from across the DDaT and PDCF frameworks may be required.

The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract:

- Attachment 3_Statement of Requirements



Attachment 3
Statement of Requirei

- Attachment 7.1_Functional Requirements for Service Type 1



Attachment
7.1_Functional Requir

- Attachment 7.4_Non-Functional Requirements



Attachment
7.4_Non-Functional R

Worker Engagement Status (including IR35 status)

The Supplier shall ensure that all individuals engaged in the delivery of the contracted services are either:

1. Direct employees of the Supplier or its approved Subcontractors, or
2. Employed via a UK-based, Compliant FCSA-accredited Umbrella Company or PAYE payroll provider.

If Personal Service Companies (PSCs) are used, the Buyer shall be responsible for determining the IR35 status of the engagement and issuing a Status Determination Statement (SDS) as required by law.

The Supplier shall be fully responsible for ensuring compliance with all applicable employment tax obligations, including PAYE, National Insurance Contributions, and any other statutory deductions for all personnel engaged in the delivery of services.

Call-Off Schedule 20 (Call-Off Specification)

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The Supplier needs to inform the Buyer of any changes in workers and worker employment status.

The Buyer shall not be held liable for any tax, employment, or IR35-related liabilities arising from the Supplier's or its Subcontractors' engagement of workers. The Supplier shall indemnify and hold harmless the Buyer against any such liabilities, claims, or penalties.

Call-Off Schedule 20 (Call-Off Specification)
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Department
for Environment
Food & Rural Affairs

Bid Pack

Attachment 3 – Statement of Requirements

Project Reference: C30004_DDaT Capability-as-a-Service

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1. PURPOSE

Defra Digital, Data, Technology and Security (DDTS) would like to implement a procurement model for existing Capability as a Service (CaaS) (otherwise known as Resource Augmentation) contracts. The ambition is to procure long term, strategically aligned contracts which provide the resources, skills and capabilities required through CaaS. This will enable DDTS to continue to deliver its long-term strategic aims.

2. BACKGROUND TO THE CONTRACTING AUTHORITY

- 2.1 Defra is the UK government department responsible for safeguarding our natural environment, supporting our world-leading food and farming industry, and sustaining a thriving rural economy. Our broad remit means we play a major role in people's day-to-day life, from the food we eat, and the air we breathe, to the water we drink.
- 2.2 Defra group Mission - Restore and enhance the environment for the next generation, leaving it in a better state than we found it.
- 2.3 Defra group Vision - We will work together to make our air cleaner, our water purer, our land greener, and our food more sustainable, both domestically and globally, alongside growing a sustainable economy.
- 2.4 Future Defra is a vision for change centred around three pillars:
 - Ambitious Outcomes - We prioritise delivery of an improved environment, more resilient world and great services
 - Efficient Working - We make it easier to get our jobs done, with greater flexibility and seamless working across the group
 - Thriving People - We are an organisation people want to work in. We invest in our people so they can enjoy their jobs and feel valued
- 2.5 DDTS is the trusted team for digital across the entire Defra Group. We have around 1000 colleagues across DDTS and our ambition is to make it easier and faster than ever for people to interact with Defra.
- 2.6 **DDTS's strategic objectives are as follows:**
 - **Stabilise Defra Group's IT environment** so our underpinning technology is continuously improved. Working with policy and business partners, we ensure it is effective, secure and provides business resilience.
 - **Work in partnership to understand corporate DDaT (Digital Data and Technology) needs;** identify common needs so that resources are prioritised effectively and seek more value for money in delivery.

- **Improve the strategic alignment between DDTS and the Defra Group** so we can stabilise, enhance and transform the right things and account the value of every penny we spend.
- **Increase our focus on early strategic engagement with Defra Group senior leaders** so we understand the future business direction and ensure digital, data and technology are part of business strategic and operational conversations.

Inspire, motivate and upskill our people, operation and soft skill capability so we can support partnership and outcome-focused way of working.

3. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

- 3.1 The requirements have been developed to aid the procurement exercise to source Supplier(s) for Capability as a Service (CaaS).
- 3.2 To implement a commercial vehicle to draw down from and implement a new supply chain of long-term strategic contracts for DDaT services.
- 3.3 The procurement will consist of:
- **Capability as a Service** - Resourcing model for bringing in external resources through Supplier(s) with the capabilities to fill in a skills or resource need or increase capacity on a specific project or to deliver required outcomes on a fixed term basis.
- 3.4 DDTS will provide separate specifications defining the roles and services of each order as and when required. A Statement of Work (SoW) will describe these specifications and deliverables expected.
- 3.5 **Commercial challenges**
- **1. Ensuring Value-Driven Delivery** – Addressing the challenge of delivering high-value capabilities such as (but not limited to) business analysis, software development, architecture, quality assurance & testing, programme & project management, user centred design and service readiness while meeting evolving business demands and maintaining cost efficiency. Further details can be found within the Functional Requirements documents (Attachment 7.1_Functional Requirements for Service Type 1 / Attachment 7.2_Functional Requirements for Service Type 2 / Attachment 7.3_Functional Requirements for Service Type 3).
 - **2. Sustainable Resourcing Models** – Overcoming the difficulty of establishing a long term, sustainable resourcing approach by effectively leveraging strategic Supplier(s), ensuring scalability and flexibility whilst adapting without compromising quality.

- 3. **Optimal Delivery Models** – Navigating the complexity of identifying and implementing the most efficient and appropriate delivery models to achieve the best outcomes for Digital Data and Technology (DDaT) Services across Digital Data Technology and Security (DDTS) and the wider Defra group.
 - 4. **Balancing Innovation and Efficiency** – Managing the challenge of driving innovation while maintaining operational efficiency and ensuring outcomes align with business objectives and stakeholder expectations.
- 3.6 Defra Sustainability and Social Value mission is to ensure all Defra’s Supplier(s) are compliant with Modern Slavery Act 2015, Equality Act 2010 and to support Defra Equality, Diversity and Inclusion Strategy.

4. DEFINITIONS

| Expression or Acronym | Definition |
|--------------------------------|---|
| CaaS | Capability as a Service (outsourcing specific capabilities as services) |
| Contract Award Date | Date the contract is officially granted to a supplier |
| Contract Signature Date | Date when the contract is signed by all parties |
| Contract Start Date | Date when the contract work is scheduled to begin |
| DDaT | Digital, Data and Technology |
| DDTS | Digital Data Technology and Security |
| GDS | Government Digital Service (UK government digital transformation unit) |
| ITIL | IT Infrastructure Library (best practices for IT service management) |
| PDCF | Project Delivery Capability Framework |
| SME | Subject Matter Expert (person with deep knowledge in a specific area) |
| SoW | Statement of Work (detailed description of project deliverables) |
| SRM | Supplier Relationship Management (managing interactions with suppliers) |

5. SCOPE OF REQUIREMENT

- 5.1 The procurement will be managed via the following Service Types:

- Service Type 1: Technical - This service type comprises capabilities which would primarily be found within the Architecture, Software Development, and Quality Assurance and Testing sections of the Government Digital and Data Profession Capability Framework.
- Service Type 2: Programme, Operations and Delivery Management - This service type comprises capabilities which would primarily be found within the IT Operations section of the Government Digital and Data Profession Capability Framework and those found in the Project Delivery Capability Framework.
- Service Type 3: Product Development - This service type comprises capabilities which would primarily be found within the Product and delivery, and User-centred design sections of the Government Digital and Data Profession Capability Framework.

Each Service Type will be contracted for four years with an optional 1-year extension period (maximum of five years), with specific role requirements for each Service Type. Each Service Type will be awarded under a separate contract.

Further detail on each of the Service Types can be found in the following documents:

- Service Type 1: Attachment 7.1_Functional Requirements for Service Type 1
- Service Type 2: Attachment 7.2_Functional Requirements for Service Type 2
- Service Type 3: Attachment 7.3_Functional Requirements for Service Type 3
- The roles detailed within each service type are an indication of anticipated demand. Actual demand may not be limited to the indicative roles and additional DDaT and PDCF roles, skills and experience, may be required.
- Capability requirements are expected to be limited to client-side initiatives.

5.2 Capability as a Service

- Functional Requirements detail the anticipated roles and experience required, per Profession, in line with the DDaT and PDCF Framework. Each role resource will be required to support a specific project or outcome via a Statement of Work (SoW), with the possibility of roles increasing capacity. Roles will need to be flexible and adaptable to the business need.
- The types of roles required includes, but may not be limited to, those detailed against each service type in the functional requirements. Additional roles from across the DDaT and PDCF frameworks may be required.

- Against each Service Type, the most common SFIA grades are four through to six with an occasional requirement for level seven¹
- All roles will require Security Clearance at BPSS level within last 3 years and must be IR35 compliant.

6. THE REQUIREMENT

6.1 The business requires a robust and flexible resourcing model to better enable resource management across Professions, allowing adaptability and quicker expedition of specific roles to programmes, projects or outcome-based packages of work.

The contracted Supplier(s) will embed themselves into an established multi-Supplier(s) - ecosystem, integrating with set standards, processes and policies, leading programmes and projects into effective and efficient delivery, aligned to DDTS's Operating Model.

The contracted Supplier(s) will work with the business to embed and improve DDaT capability across Professions and Project Delivery, fostering continual improvement, using lessons learned to refine future delivery and partake in knowledge transfer activity to drive internal Defra capability. Detailed Functional Requirements include which roles, skills, knowledge and experience is required, underpinned by Non-Functional Requirements to establish a consistent way of working and set procedures across Professions, providing the foundations of resource and demand management.

6.2 The obligation to deliver the Contract deliverables shall include, but not be limited to, the following capabilities detailed against Service Type 1 (Technical) (Attachment 7.1_Functional Requirements for Service Type 1), Service type 2 (Programme, Operations and Delivery Management) (Attachment 7.2_Functional Requirements for Service Type 2) and Service Type 3 (Product Development) (Attachment 7.3_Functional Requirements for Service Type 3). Additional DDaT, or PDCF roles may be required.

6.3 The Supplier(s) agrees to completing appropriate knowledge share and transfer of knowledge handovers for the Intellectual Property as set by the Buyer to ensure knowledge can be retained, within the agreed timelines as set by the Buyer.

7. KEY MILESTONES AND DELIVERABLES

7.1 The following Contract milestones/deliverables shall apply:

| Milestone/Deliverable | Description | Timeframe or Delivery Date (Calendar Days) |
|-------------------------------|---|--|
| Suppliers Implementation Plan | Provision and agreement of Implementation Plan as per Call- | Within 30 days of Contract Award |

¹ [Levels of responsibility — English](#)

| | | |
|--|--|---|
| | Off Schedule 13 including Key Personal Implementation Team | |
| Security Clearance 1 | Complete Key Implementation Personal Security Checks (BPSS) | Within 14 days of Contract Signature Date |
| Communication and engagement plan | Supplier to deliver a Communication and Stakeholder Engagement Plan outlining stakeholder mapping, communication channels, frequency and messaging for all affected parties. | Within 14 days of Contract Signature Date |
| Access Requirements | Supplier to provide an updated set of access requirements mapped the to Role Based Access Control of the Buyer. | Within 14 days of Contract Signature Date |
| KPI/SLA Performance Level Review | Review and finalise KPI/SLAs to be utilised throughout the contract term | Within 60 days of Contract Award Date |
| Knowledge Transfer Plan Approach | Document to cover objectives, timescales and methodology for transferring knowledge from incumbent suppliers to new supplier. | Within 70 days of Contract Award Date |
| Security Management Plan | Provision and agreement of Security Management Plan as per Call-Off Schedule 9 | Within 20 Days of the Contract Start Date |
| Security Clearance 2 | Complete Delivery Personal Security Checks (BPSS) | Within 30 Days of the Contract Start Date |
| Business Continuity and Disaster Recovery Plan | Provision and agreement of Business Continuity and Disaster Recovery Plan as per Call-Off Schedule 8 | Within 90 days of Contract Start Date |
| Exit Management Plan | Provision and agreement of Exit Management Plan as per Call-Off-Schedule-10 Exit Management | Provision and agreement of Exit Management Plan as per Call-Off-Schedule-10 Exit Management |

8. MANAGEMENT INFORMATION/REPORTING

- 8.1 The Supplier(s) must complete the DEFRA PAYE confirmation letter every 6 months, to confirm resource are via the Supplier(s) PAYE/ umbrella company/ Personal Service Company etc.
- 8.2 The Supplier(s) must provide reporting of individual resource timesheet and deliverable achieved prior any PO raised.
- 8.3 The Supplier(s) must submit an annual Continuous Improvement Plan as per Call-Off Schedule 3 – Continuous Improvement.
- 8.4 The frequency and content of meetings can be found within the Contract Management Plant. A summary of the meetings and information to be shared include:

| Meeting Title | Meeting Frequency | General Proposed Contents |
|--|-------------------|--|
| Monthly Update Meetings | Monthly | <ul style="list-style-type: none"> ● Monthly service requirements ● 30% Small Medium Enterprise (SME) spend review ● Pipeline of service requirements ● Items raised for discussion ● Other ad hoc items ● Continuous Improvement ● Other items may be considered |
| Bi-monthly Supplier Relationship Management (SRM) | Bi-monthly | <ul style="list-style-type: none"> ● Operational updates ● Payment and operational discussions |

| | | |
|--|-----------|---|
| | | <ul style="list-style-type: none"> • Items raised for discussion • Other items may be considered |
| Quarterly Performance Review Meetings | Quarterly | <ul style="list-style-type: none"> • SLA Balanced Scorecard • KPI performance • 30% SME spend review • Overall performance • Other items may be considered |

8.5 Further information on reporting requirements and management information can be found in the following documents:

- Non-Functional Requirements: Attachment 7.4_Non-Functional Requirements
- Contract Management Plan: Appendix 5_Contract Management Plan

9. VOLUMES

9.1 Volumes of resources are categorised based on roles previously obtained through the Digital Delivery & GIO Capability Services procurement.

9.2 The roles and volumes provided are indicative, based on previous demand, and no commitment is entered into regarding these volumes. SoW will be developed to define actual requirements.

9.3 Roles will include, but not be limited to, those indicated against each service type below. See documents listed in section 5: Scope of Requirements for full list of required roles.

| Service Type 1 - Technical | |
|----------------------------|--------|
| Role | Volume |
| Data Architect | 19 |
| Enterprise Architect | 7 |

| | |
|---|----|
| Security Architect | 2 |
| Service Architect | 4 |
| Technical Architect | 4 |
| Solution Architect | 81 |
| Quality Assurance Testing Analyst | 9 |
| Test Engineer | 8 |
| Test Manager | 8 |
| Software Developer (Senior frontend developer) | 15 |
| Software Developer (Principal Software Developer) | 3 |
| Software Developer (Lead Software Developer) | 12 |

| Service Type 2 - Programme, Operations and Delivery Management | |
|--|--------|
| Role | Volume |
| Programme Manager | 6 |
| Project Support Officer | 4 |
| Project Manager | 43 |
| Senior Op Service Readiness manager | 7 |
| Op service readiness manager | 3 |

| Service type 3 - Product Development | |
|--------------------------------------|--------|
| Role | Volume |
| Business Analyst | 33 |
| Content Designer | 9 |
| User Researcher | 9 |
| Interaction Designer | 2 |
| Service Designer | 1 |
| Lead Service Designer | 4 |
| Performance Analyst | TBC |
| Product Manager | 7 |
| Delivery Manager | 20 |

10. CONTINUOUS IMPROVEMENT

- 10.1 The Supplier(s) will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.
- 10.2 The Supplier(s) will recommend ways to incorporate continual improvement and best practices to achieve better value for money for the Buyer.
- 10.3 The Supplier(s) must regularly identify and implement enhancements to reduce

costs and improve the quality, efficiency, and sustainability of the Deliverables, submitting an annual Continuous Improvement Plan (CIP) for the Buyer's

approval. Supplier(s) should present new ways of working to the Authority during monthly basis during monthly Contract review meetings/Monthly Update Meetings.

- 10.4 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. Further information on Continuous Improvement can be found in Call-Off Schedule 3 – Continuous Improvement

11. SUSTAINABILITY

11.1 Defra Group's vision is to make our air purer, water cleaner, land greener and food more sustainable. Central to delivering this vision is a close partnership between government, industry and other actors to achieve the [United Nation's Sustainable Development Goals \(SDGs\)](#), implement the [UK Government's 25 Year Environment Plan](#). Defra's Digital, Data, Technology and Security (DDTS) is the Senior Responsible Owner for Sustainable Information Technology across Government.

11.2 Supplier(s) must consider how they can contribute to the global effort to:

- prevent further climate change and adapt to our changing climate;
- halt and reverse nature decline and loss of biodiversity;
- stop the depletion and pollution of natural resources; and
- tackle social inequality for a fair, just and inclusive society;

11.3 Supplier(s) must also be able to demonstrate how they will:

- be aware of the risks of modern slavery (directly and within their supply chain);
- review sustainability risks and opportunities, think innovatively to remove barriers, and work collaboratively to maximise sustainable outcomes;

12. QUALITY

12.1 The Supplier(s) staffing model must ensure that staff are suitably qualified to perform their roles as specified in the contract. This includes, but is not limited to, having individual skills and experience, with ITIL qualification certification or relevant industry standard certification as a minimum. SFIA capability levels and specific qualification or skill requirements will be defined within the SoW. Previous demand indicates that the majority of the capability will be required at SFIA levels 5 and 6. Further information on SFIA capability levels can be found: [The global skills and competency framework for a digital world — English](#)

12.2 Additionally, the Supplier(s) must undertake due diligence to gain a comprehensive understanding of the Buyer's ways of working, including organisational overview, relationships with other 3rd parties and Arms' Length Bodies (ALBs) as well as the organisations technology estate.

12.3 Further information on the quality required as part of this contract can be found in documents:

- Non-Functional Requirements: Attachment 7.4_Non-Functional Requirements; and
- Functional Requirements:
 - Attachment 7.1_Functional Requirements for Service Type 1
 - Attachment 7.2_Functional Requirements for Service Type 2
 - Attachment 7.3_Functional Requirements for Service Type 3

13. PRICE

13.1 Prices are to be submitted via the e-Sourcing Suite Attachment 4 – Price Schedule excluding VAT and including all other expenses relating to Contract delivery.

13.2 expected that Capped Time and Materials will be used in the Statements of Works (SoWs) to be issued but there are other pricing mechanisms listed below which can be used and this will be decided at the stage that each individual Statement of Works is agreed. The pricing mechanisms will also be decided depending on the Delivery Model agreed (outcome based, joint teams, etc.):

- capped time and materials, paid based on effort taken to deliver (typically non-VAT recoverable)
- time and materials, where you agree to pay the supplier for the work performed by the supplier staff and for the materials used in the project
- incremental fixed price, based on capped time and materials, but where the prices for individual deliverables increments are fixed prior to the work being undertaken (likely VAT recoverable)
- fixed price, where the price for milestones is agreed at the start of the SOW (typically fully VAT recoverable)

The pricing is compliant with the Framework Rules and is within the evaluation thresholds.

14. STAFF AND CUSTOMER SERVICE

14.1 The Supplier(s) shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.

14.2 The Supplier(s)'s staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard (as stated in documents Non-Functional Requirements: Attachment 7.4_Non-

Functional Requirements and Functional Requirements: Attachment 7.1_Functional Requirements for Service Type 1 / Attachment 7.2_Functional Requirements for Service Type 2 / Attachment 7.3_Functional Requirements for Service Type 3).

14.3 The Supplier(s) 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.

15. SERVICE LEVELS AND PERFORMANCE

15.1 The Authority will measure the quality of the Supplier(s)'s delivery through the use of KPIs. Please see document Appendix 7_CaaS KPIs for the KPIs used for this contract.

15.2 The Exit Management process shall be conducted in accordance with the provisions set out in Attachment 5 – Core Terms, Call-Off Schedule 10 – Exit Management, and Call-Off Schedule 14A – Service Levels.

16. SECURITY AND CONFIDENTIALITY REQUIREMENTS

16.1 Driving a **positive security culture and environment** that enables Defra and its partners to deliver business objectives securely and **protect our people, information and assets** from current and emerging **hazards, threats and risks**.

16.2 Security provides operational assurance and ensuring adherence to risk-based security assessments of in-flight issues considering business needs and regulatory/compliance requirements.

16.3 The Supplier(s) must ensure that all staff with access to Buyer information, data or systems are vetted to appropriate standards (minimum BPSS or national equivalent with elevated clearance levels for certain role types to be agreed with the Buyer).

16.4 The Supplier(s) must comply with the following Defra Group Security policies (available in .zip file Appendix 3_DDTS Resource Augmentation procurement Defra Group Security Policies June 2025) where relevant to the service provided. Policies will be amended and updated over the period of the contract and Supplier(s) are required to comply with any revised policies relevant to the service provided that are issued:

- Defra Group Acceptable Use Policy
- Defra Group Access Control Policy
- Defra Group Business Continuity Policy
- Defra Group Classification Policy
- Defra Group Data Loss Prevention Policy

- Defra group Filming Photography and Audio Recording Policy and Guidance
- Defra Group ICT Technical Vulnerability Management Policy
- Defra Group Info Systems Acquisition Dev and Maintenance Policy
- Defra Group Information Assurance and Security policy Governance
- Defra Group Information Risk Policy
- Defra Group Offshoring Security Policy
- Defra Group Password Policy
- Defra Group Personnel Security Policy
- Defra Group Physical Security Policy
- Defra Group Protective Monitoring Policy
- Defra Group Removable Media Policy
- Defra group Secure IT Lifecycle Policy
- Defra Group Security Clear Desk and Clear Screen Policy
- Defra Group Security Incident Response Management Policy
- DgS Compliance and Assurance Policy
- DgS Cyber and IT Security Assurance Policy

17. PAYMENT AND INVOICING

- 17.1 The details of invoicing and payment can be found in Paragraph 4 of the Core Terms
- 17.2 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.
- 17.3 The Supplier(s) must provide a detailed breakdown of charges for each Statement of Work (SOW). This includes:
- Role descriptions of Supplier Staff.
 - Facilities descriptions (if applicable).
 - Agreed Day Rates and any expenses (in line with the Buyer's Expenses Policy).
 - Number of Workdays (or part-days) engaged.
 - Total SOW cost for roles and facilities.

For Capped/Fixed Price Agreements:

- If the agreed price is exceeded, the Supplier must complete the Deliverables at its own cost.
- The Buyer is not liable for additional costs or incomplete Deliverables beyond the agreed price.

Charges account for all risks, assumptions, and contingencies, which both parties have agreed upon.

17.4 Invoices will be sent to: p2p_ddts@defra.gov.uk

17.5 The Supplier must adhere to the Buyer's timesheet and invoicing process and provide detailed backing data/management information as instructed by the Buyer

18. CONTRACT MANAGEMENT

18.1 The Supplier(s) must attend governance, operational & strategic meetings as set out by the Buyer to provide an update on performance against the Statement of Works (SoWs), identified risks and issues and demonstrate value for money. This will be in line with the current Supplier(s) Management process.

18.2 Attendance at Contract Review meetings shall be at the Supplier(s)'s own expense.

18.3 Meeting frequency will be as stated in section 8 – Management information/reporting and within the agreed Contract Management Plan (Appendix 5_Contract Management Plan).

19. LOCATION

19.1 The Supplier(s) will be able to provide the Services from within the United Kingdom from either the Supplier(s)'s premises, the premises of a Sub-Contractor, from a residential home address or the Buyer's premises as defined and agreed with the Buyer.

19.2 Defra Hubs are as follows:

- Bristol - Horizon House, Deanery Road, Bristol, BS1 5AH
- London – 2 Marsham Street, London, SW1P 4DF
- Reading – King's Meadow House, Reading, RG1 8DG
- York – Foss House, Peasholme Green, York, YO1 7PX
- Newcastle – Lancaster House, Newcastle, NE4 7YH
- Warrington – Richard Fairclough House, Warrington, WA4 1HT

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19.3 The specific location for the requirement will be defined and agreed upon at the time of issuing the SoW for that requirement.

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Crown
Commercial
Service

[BUYER]

and

[SUPPLIER]

ETHICAL WALLS AGREEMENT

Call-Off Schedule 25 (Ethical Walls Agreement)

Call-Off Ref:

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Version 1.0

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DRAFTING INSTRUCTIONS: ETHICAL WALLS AGREEMENT

[DELETE THIS INSTRUCTION TABLE BEFORE CIRCULATING]

Applicability

This standard document has been written from the perspective of the Buyer. Its intended use is as an ethical walls agreement between a Government Department and an incumbent company which intends to submit a tender for a Further Competition Procedure for the Deliverables in question. It will need amending if one of the parties is an individual, partnership or a limited liability partnership (LLP).

Term

Clause 10.1 should be completed with the appropriate period of time being at least as long as the Further Competition Procedure will take to be completed.

Context

This document is a template and may require amendment to suit the circumstances of the transaction you are working on. Please ensure that this document is used in the correct context and amended to reflect that context where necessary. If you are using it as part of a suite of documents make sure that you have amended it to reflect the deal you are working on.

Highlighted text in this document requires action as follows:

Required action

- a) Optional provision to be deleted if not required or amended to reflect the circumstances and

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| | |
|---|--|
| b) Details to be inserted. | |
| | |
| Version history: | |
| Document last reviewed by GLD on 1 March 2020 | |
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Call-Off Schedule 25 (Ethical Walls Agreement)

Call-Off Ref:

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This Agreement is dated [] 20[]

Between

- (1) [INSERT NAME OF BUYER] (the "Buyer") [acting on behalf of the Crown] of [insert Buyer's address]; and
- (2) [NAME OF SUPPLIER] a [company]/[limited liability partnership] registered in England and Wales under registered number [insert registered number] whose registered office is at [insert Supplier's registered address] (the "Supplier").

together the "Parties" and each a "Party".

BACKGROUND

- A. The Buyer is obliged to ensure transparency, fairness, non-discrimination and equal treatment in relation to its procurement process pursuant to the Public Contracts Regulations 2015 (as amended) (the PCR). The purpose of this document ("Agreement") is to define the protocols to be followed to prevent, identify and remedy any conflict of interest (whether actual, potential or perceived) in the context of the Further Competition Procedure.
- B. The Buyer is conducting a Further Procurement Procedure for the supply of Digital Outcomes and Specialists 5 Deliverables under a Call-Off Contract (the "Purpose").
- C. The Buyer has an obligation to deal with conflicts of interest as set out in Regulation 24 (1) of the PCR. The concept of conflict of interest is wide. In the PCR it is described as covering at least *"any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure"* (Regulation 24(2)). *"Staff members"* refers to staff members of the Buyer or of a procurement service provider acting on behalf of the Buyer who are involved in the conduct of the procurement procedure or may influence the outcome of that procedure. *"Procurement service provider"* refers to a public or private body which offers ancillary purchasing activities on the market.

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- D. Pursuant to Regulation 41 of the PCR, the Buyer is under an obligation to ensure that competition is not distorted by the participation of any Framework Contract supplier acting as a bidder in a further competition procedure. Accordingly, the Buyer has identified that a potential distortion of competition could arise as a consequence of a bidder wishing to submit a Tender for this Further Competition Procedure, where it has also performed services for the Buyer under existing contractual arrangements or as a subcontractor under those same arrangements.
- E. The Parties wish to enter into this Agreement to ensure that a set of management processes, barriers and disciplines are put in place to ensure that conflicts of interest do not arise, and that the Supplier does not obtain an unfair competitive advantage over Other Bidders.

IT IS AGREED:

1 DEFINITIONS AND INTERPRETATION

- 1.1 The following words and expressions shall have the following meanings in this agreement and its recitals:

“**Affiliate**” means 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;

“**Agreement**” means this ethical walls agreement duly executed by the Parties;

“**Bid Team**” means any Supplier, Affiliate, connected to the preparation of an FCP Response;

“**Central Government Body**” means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:

- a) Government Department;
- b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
- c) Non-Ministerial Department; or

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d) Executive Agency.

"Conflicted Personnel" means any Supplier, Affiliate, staff or agents of the Supplier or an Affiliate who, because of the Supplier's relationship with the Buyer under any Contract have or have had access to information which creates or may create a conflict of interest;

"Contract" means the [contract for [] dated [] between the [] Buyer and the Supplier and/or an Affiliate;

"Control" means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company and **"Controls"** and **"Controlled"** shall be interpreted accordingly;

"Effective Date" means the date of this Agreement as set out above;

"Further Competition Procedure" or **"FCP"** means an invitation to submit tenders issued by the Buyer as part of an FCP Process;

"FCP Process" means, with regard to the Purpose, the relevant procedure provided for in Framework Schedule 7 (Call-Off Award Procedure) of RM1043.7 Framework Contract which the Buyer has elected to use to select a contractor, together with all relevant information, correspondence and/or documents issued by the Buyer as part of that procurement exercise, all information, correspondence and/or documents issued by the bidders in response together with any resulting contract;

"FCP Response" means the tender submitted or to be submitted by the Supplier or an Affiliate [(or, where relevant, by an Other Bidder)] in response to an FCP;

"Other Affiliate" any person who is a subsidiary, subsidiary undertaking or holding company of any Other Bidder;

"Other Bidder" means any other bidder or potential bidder that is not the Supplier or any Affiliate that has or is taking part in the FCP Process;

"Parties" means the Buyer and the Supplier;

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“Professional Advisor” means a supplier, subcontractor, advisor or consultant engaged by the Supplier under the auspices of compiling its FCP Response;

“Purpose” has the meaning given to it in recital B to this Agreement;

"Representative" refers to a person's officers, directors, employees, advisers and agents and, where the context admits, providers or potential providers of finance to the Supplier or any Affiliate in connection with the FCP Process and the representatives of such providers or potential providers of finance; and

“Third Party” means any person who is not a Party and includes Other Affiliates and Other Bidders.

- 1.2 Reference to the disclosure of information includes any communication or making available information and includes both direct and indirect disclosure.
- 1.3 Reference to the disclosure of information, or provision of access, by or to the Buyer or the Supplier includes disclosure, or provision of access, by or to the representatives of the Buyer or Representatives of the Supplier (as the case may be).
- 1.4 Reference to persons includes legal and natural persons.
- 1.5 Reference to any enactment is to that enactment as amended, supplemented, re-enacted or replaced from time to time.
- 1.6 Reference to clauses and recitals is to clauses of and recitals to this Agreement.
- 1.7 Reference to any gender includes any other.
- 1.8 Reference to writing includes email.
- 1.9 The terms “associate”, “holding company”, “subsidiary”, “subsidiary undertaking” and “wholly owned subsidiary” have the meanings attributed to them in the Companies Act 2006, except that for the purposes of section 1159(1)(a) of that Act, the words ‘holds a majority of the voting rights’ shall be changed to ‘holds 30% or more of the voting rights’, and other expressions shall be construed accordingly.
- 1.10 The words “include” and “including” are to be construed without limitation.
- 1.11 The singular includes the plural and vice versa.

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1.12 The headings contained in this Agreement shall not affect its construction or interpretation.

2 ETHICAL WALLS

2.1 In consideration of the sum of £1 payable by the Buyer to the Supplier, receipt of which is hereby acknowledged, the Supplier:

2.1.1 shall take all appropriate steps to ensure that neither the Supplier nor its Affiliates and/or Representatives are in a position where, in the reasonable opinion of the Buyer, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier or its Affiliates or Representatives and the duties owed to the Buyer under the Contract or pursuant to a fair and transparent FCP Process;

2.1.2 acknowledges and agrees that a conflict of interest may arise in situations where the Supplier or an Affiliate intends to take part in the FCP Process and, because of the Supplier's relationship with the Buyer under any Contract, the Supplier, its Affiliates and/or Representatives have or have had access to information which could provide the Supplier and/or its Affiliates with an advantage and render unfair an otherwise genuine and fair competitive FCP Process; and

2.1.3 where there is or is likely to be a conflict of interest or the perception of a conflict of interest of any kind in relation to the FCP Process, shall comply with Clause 2.2.

2.2 The Supplier shall:

2.2.1 Not assign any of the Conflicted Personnel to the Bid Team at any time;

2.2.2 Provide to the Buyer a complete and up to date list of the Conflicted Personnel and the Bid Team and reissue such list upon any change to it;

2.2.3 Ensure that by no act or omission by itself, its staff, agents and/or Affiliates results in information of any kind or in any format and however so stored:

(a) about the Contract, its performance, operation and all matters connected or ancillary to it becoming available to the Bid Team; and/or

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- (b) which would or could in the opinion of the Buyer confer an unfair advantage on the Supplier in relation to its participation in the FCP Process becoming available to the Bid Team;
 - 2.2.4 Ensure that by no act or omission by itself, its staff, agents and/or Affiliates and in particular the Bid Team results in information of any kind or in any format and however so stored about the FCP Process, its operation and all matters connected or ancillary to it becoming available to the Conflicted Personnel;
 - 2.2.5 Ensure that confidentiality agreements which flow down the Supplier's obligations in this Agreement are entered into as necessary between the Buyer and the Supplier, its Affiliates, its staff, agents, any Conflicted Personnel, and between any other parties necessary in a form to be prescribed by the Buyer;
 - 2.2.6 physically separate the Conflicted Personnel and the Bid Team, either in separate buildings or in areas with restricted access;
 - 2.2.7 provide regular training to its staff, agents and its Affiliates to ensure it is complying with this Agreement;
 - 2.2.8 monitor Conflicted Personnel movements within restricted areas (both physical and electronic online areas) to ensure it is complying with this Agreement ensure adherence to the ethical wall arrangements;
 - 2.2.9 ensure that the Conflicted Personnel and the Bid Team are line managed and report independently of each other; and
 - 2.2.10 comply with any other action as the Buyer, acting reasonably, may direct.
- 2.3 In addition to the obligations set out in Clause 2.1.1 and 2.1.3, the Supplier shall:
- 2.3.1 notify the Buyer immediately of all perceived, potential and/or actual conflicts of interest that arise;
 - 2.3.2 submit in writing to the Buyer full details of the nature of the conflict including (without limitation) full details of the risk assessments undertaken, the impact or potential impact of the conflict, the measures and arrangements that have

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been established and/or are due to be established to eliminate the conflict and the Supplier's plans to prevent future conflicts of interests from arising; and

2.3.3 seek the Buyer's approval thereto,

which the Buyer shall have the right to grant, grant conditionally or deny (if the Buyer denies its approval the Supplier shall repeat the process set out in clause 2.3 until such time as the Buyer grants approval or the Supplier withdraws from the FCP Process).

2.4 Any breach of Clause 2.1, Clause 2.2 or Clause 2.3 shall entitle the Buyer to exclude the Supplier or any Affiliate or Representative from the FCP Process, and the Buyer may, in addition to the right to exclude, take such other steps as it deems necessary where, in the reasonable opinion of the Buyer there has been a breach of Clause 2.1, Clause 2.2 or Clause 2.3.

2.5 The Supplier will provide, on demand, any and all information in relation to its adherence with its obligations set out under Clauses 2.1 and 2.2 as reasonably requested by the Buyer.

2.6 The Buyer reserves the right to require the Supplier to demonstrate the measures put in place by the Supplier under Clauses 2.1.3 and 2.2.

2.7 The Supplier acknowledges that any provision of information or demonstration of measures, in accordance with Clauses 2.5 and 2.6, does not constitute acceptance by the Buyer of the adequacy of such measures and does not discharge the Supplier of its obligations or liability under this Agreement.

2.8 The actions of the Buyer pursuant to Clause 2.4 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Buyer.

2.9 In no event shall the Buyer be liable for any bid costs incurred by:

2.9.1 the Supplier or any Affiliate or Representative; or

2.9.2 any Other Bidder, Other Affiliate or Other Representative,

as a result of any breach by the Supplier, Affiliate or Representative of this Agreement, including,

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without limitation, where the Supplier or any Affiliate or Representative, or

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any Other Bidder, Other Affiliate or Other Representative are excluded from the FCP Process.

2.10 The Supplier acknowledges and agrees that:

2.10.1 neither damages nor specific performance are adequate remedies in the event of its breach of the obligations in Clause 2; and

2.10.2 in the event of such breach by the Supplier of any of its obligations in Clause 2 which cannot be effectively remedied the Buyer shall have the right to terminate this Agreement and the Supplier's participation in the FCP Process.

3 SOLE RESPONSIBILITY

3.1 It is the sole responsibility of the Supplier to comply with the terms of this Agreement. No approval by the Buyer of any procedures, agreements or arrangements provided by the Supplier or any Affiliate or Representative to the Buyer shall discharge the Supplier's obligations.

4 WAIVER AND INVALIDITY

4.1 No failure or delay by any Party in exercising any right, power or privilege under this Agreement or by law shall constitute a waiver of that or any other right, power or privilege, nor shall it restrict the further exercise of that or any other right, power or privilege. No single or partial exercise of such right, power or privilege shall prevent or restrict the further exercise of that or any other right, power or privilege.

4.2 If any provision of this Agreement is prohibited or unenforceable in any jurisdiction in relation to any Party, such prohibition or unenforceability will not invalidate the remaining provisions of this Agreement or affect the validity or enforceability of the provisions of this Agreement in relation to any other Party or any other jurisdiction.

5 ASSIGNMENT AND NOVATION

5.1 Subject to Clause 5.2 the Parties shall not assign, novate or otherwise dispose of or create any trust in relation to any or all of its rights, obligations or liabilities under this Agreement without the prior written consent of the Buyer.

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5.2 The Buyer may assign, novate or otherwise dispose of any or all of its rights, obligations and liabilities under this Agreement and/or any associated licences to:

5.2.1 any Central Government Body; or

5.2.2 to a body other than a Central Government Body (including any private sector body) which performs any of the functions that previously had been performed by the Authority; and

5.2.3 the Supplier shall, at the Buyer's request, enter into a novation agreement in such form as the Buyer reasonably specify in order to enable the Buyer to exercise its rights pursuant to this Clause 5.

5.3 A change in the legal status of the Buyer such that it ceases to be a Central Government Body shall not affect the validity of this Agreement and this Agreement shall be binding on any successor body to the Buyer.

6 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

6.1 A person who is not a Party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 (as amended, updated or replaced from time to time) to enforce any term of this Agreement but this does not affect any right remedy of any person which exists or is available otherwise than pursuant to that Act.

7 TRANSPARENCY

7.1 The Parties acknowledge and agree that the Buyer is under a legal duty pursuant to the PCR to run transparent and fair procurement processes. Accordingly, the Buyer may disclose the contents of this Agreement to potential bidders in the FCP Process, for the purposes of transparency and in order to evidence that a fair procurement process has been followed.

8 NOTICES

8.1 Any notices sent under this Agreement must be in writing.

8.2 The following table sets out the method by which notices may be served under this Agreement and the respective deemed time and proof of service:

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| Manner of Delivery | Deemed time of service | Proof of service |
|--------------------|--|--|
| Email | 9.00am on the first Working Day after sending | Dispatched as a pdf attachment to an email to the correct email address without any error message. |
| Personal delivery | On delivery, provided delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the next Work ing Day. | Properly addressed and delivered as evidenced by signature of a delivery receipt. |
| | 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the next Work ing Day. | |

Prepaid, Royal Mail Signed For™ 1st Class or other prepaid, next working day service providing proof of delivery. At the time recorded by the delivery service, provided that delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the same Working Day (if delivery before 9.00am) or on the next Working Day (if after 5.00pm).

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Properly addressed prepaid by signature of a delivery

and delivered as evidenced receipt.

8.3 Notices shall be sent to the addresses set out below or at such other address as the relevant Party may give notice to the other Party for the purpose of service of notices under this Agreement:

| | Supplier | Buyer |
|----------------|-----------------|--------------|
| Contact | | |
| Address | | |
| | | |
| | | |

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| | | |
|-------|--|--|
| Email | | |
|-------|--|--|

8.4 This Clause 8 does not apply to the service of any proceedings or other documents in any legal action or other method of dispute resolution.

9 WAIVER AND CUMULATIVE REMEDIES

9.1 The rights and remedies under this Agreement may be waived only by notice and in a manner that expressly states that a waiver is intended and what is waived. A failure or delay by a Party in ascertaining or exercising a right or remedy provided under this Agreement or by law shall not constitute a waiver of that right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

9.2 Unless otherwise provided in this Agreement, rights and remedies under this Agreement are cumulative and do not exclude any rights or remedies provided by law, in equity or otherwise.

10 TERM

10.1 Each Party's obligations under this Agreement shall continue in full force and effect for a period of [] years from the Effective Date.

11 GOVERNING LAW AND JURISDICTION

11.1 This Agreement and any issues, disputes or claims (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.

11.2 The Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Agreement or its subject matter or formation.

Signed by the Buyer

Name:

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Signature: Position in Buyer:

Signed by the Supplier

Name: Signature:

Position in Supplier: