

Call-Off Schedule 7 (Key Supplier Staff)

| Document Management | | | |
|---------------------|----------------|---|--------|
| Ver | Date | Version | Author |
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| 0.2 | August 2023 | Dialogue Stage Version | CCS |
| 0.3 | October 2023 | Initial Tender Stage Version <i>(No changes from Dialogue Stage Version)</i> | CCS |
| 0.4 | November 2023 | Final Tender Stage Version <i>(No changes from Initial Tender Stage Version)</i> | CCS |
| 1.0 | February 2024 | Award Version <i>(No changes from Final Tender Stage Version)</i> | CCS |
| 1.1 | September 2024 | Framework Variation 1 Version | CCS |

Restrictions on the Supplier changing staff that are crucial to deliver the contract.

Call-Off Schedule 7 (Key Supplier Staff)

- 1.1 The Annex 1 to this Call-Off Schedule lists the key roles ("**Call-Off Key Roles**") and names of the persons who the Supplier shall appoint to fill those Call-Off Key Roles at the Start Date.
- 1.2 The Supplier shall ensure that the Call-Off Key Staff fulfil the Call-Off Key Roles at all times during the Contract Period.
- 1.3 The Buyer may identify any further roles as being Call-Off Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Call-Off Key Roles shall be included on the list of Call-Off Key Staff.
- 1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Call-Off Key Staff unless:
 - 1.4.1 the Buyer is provided with reasonable written notice including reasons for the removal or replacement and 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 Call-Off 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 Call-Off Key Role);
 - 1.5.2 ensure that any Call-Off 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 Call-Off Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Call-Off Key Staff's employment contract, this will mean at least one (1) Months' notice;

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- 1.5.4 ensure that all arrangements for planned changes in Call-Off Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and
 - 1.5.5 ensure that any replacement for a Call-Off Key Role has a level of qualifications and experience appropriate to the relevant Call-Off Key Role and is fully competent to carry out the tasks assigned to the Call-Off Key Staff whom he or she has replaced.
- 1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Call-Off Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Call-Off Key Staff.

Annex 1- Call-Off Key Roles

[Note to Buyers: this will be your named account lead]

| Call-Off Key Role | Call-Off Key Staff | Contact Details |
|-------------------|--------------------|-----------------|
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