

Crown Commercial Service

**CCPS16A04(b) MULTI-FUNCTIONAL DEVICE & REPROGRAPHIC SERVICE Call Off
Order Form and Call Off Terms for Non ICT Solutions (Goods and/or Services)**

FRAMEWORK SCHEDULE 4

CALL OFF ORDER FORM AND CALL OFF TERMS

PART 1 – CALL OFF ORDER FORM

SECTION A

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreement for the provision of **CCPS16A04(b) Multi-Functional Device & Reprographic Service** dated **26th October 2016**.

The Supplier agrees to supply the Goods and/or Services specified below on and subject to the terms of this Call Off Contract.

For the avoidance of doubt this Call Off Contract consists of the terms set out in this Call Off Order Form and the Call Off Terms.

Order Number	CCPS16A04(b)
From	Department for Work and Pensions ("CUSTOMER")
To	Xerox (UK) Ltd ("SUPPLIER")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Call Off Commencement Date: 5 th December 2017. Call Off Effective Date 1 st July 2018.
1.2.	Expiry Date: End date of Initial Period - 5 years from the Call Off Effective Date End date of Extension Period 1 – 1 year from the end of the Initial Period End date of Extension Period 2 – 1 year from the end of the Extension Period 1 Minimum written notice to Supplier in respect of extension: Where the Customer has specified a Call Off Extension Period, the Customer may extend this Call Off Contract for the Call Off Extension Period by providing written notice to the Supplier before the end of the Initial Call Off Period. The minimum period for the written notice shall be 6 months.

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2. GOODS AND/OR SERVICES

2.1	Goods and/or Services required: In Call Off Schedule 2 (Goods and/or Services)
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3. IMPLEMENTATION PLAN

3.1.	Implementation Plan: The Supplier shall provide the Customer with a draft detailed Implementation Plan for Approval within 10 Working Days from the Call Off Commencement Date																								
	<table border="1"> <thead> <tr> <th>Milestone</th> <th>Description</th> <th>Timeframe</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Start-up meeting between the Supplier and Customer</td> <td>Within five (5) working days after Call Off Commencement Date</td> </tr> <tr> <td>2</td> <td>Key People identified</td> <td>Within five (5) working days after Call Off Commencement Date</td> </tr> <tr> <td>3</td> <td>Supplier to provide the HLD [High Level Design]</td> <td>Within twenty (20) working days after Call Off Commencement Date</td> </tr> <tr> <td>4</td> <td>Implementation and testing plan / approach agreed with Supplier</td> <td>December 2017</td> </tr> <tr> <td>5</td> <td>Complete Pilot and Test</td> <td>January 2018</td> </tr> <tr> <td>6</td> <td>Begin Transition / Implementation</td> <td>Mid February 2018</td> </tr> <tr> <td>7</td> <td>New service fully live (Call</td> <td>1st July 2018</td> </tr> </tbody> </table>	Milestone	Description	Timeframe	1	Start-up meeting between the Supplier and Customer	Within five (5) working days after Call Off Commencement Date	2	Key People identified	Within five (5) working days after Call Off Commencement Date	3	Supplier to provide the HLD [High Level Design]	Within twenty (20) working days after Call Off Commencement Date	4	Implementation and testing plan / approach agreed with Supplier	December 2017	5	Complete Pilot and Test	January 2018	6	Begin Transition / Implementation	Mid February 2018	7	New service fully live (Call	1 st July 2018
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		off effective date)	
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4. CONTRACT PERFORMANCE

4.1.	<p>Standards and Quality:</p> <p>As per Clause 11 and all those specified within Schedule 1</p>
4.2	<p>Service Levels/Service Credits:</p> <p>In Annex 1 of Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring)</p> <p>Service Credit Cap (Call Off Schedule 1 (Definitions)):</p> <p>For the purpose of limb (a) of the definition of Service Credit Cap in Call Off Schedule 1 (Definitions), the applicable percentage of the Estimated Year 1 Call Off Contract Charges shall be 15%</p> <p>For the purpose of limb (b) of the definition of Service Credit Cap in Call Off Schedule 1 (Definitions), the applicable percentage of Call Off Contract Charges shall be 15%</p> <p>Customer periodic reviews of Service Levels (Clause 13.7.1 of the Call Off Terms):</p> <p>For the purpose of clause 13.7.1 the total number of Service Level Performance Criteria for which the weighting is to be changed should not exceed 29.</p>
4.3	<p>Critical Service Level Failure:</p> <p>Critical Service Failure will be classed as:</p> <ol style="list-style-type: none"> 1. Failure to meet the Service Level on two occasions in a rolling 4 Month period for a single Critical Service Level or 2. Failure to meet the Service Level on ten or more occasions in a rolling 4 Month period across the five Critical Service Levels 3. 10 Service Levels are deemed Critical
4.4	<p>Performance Monitoring:</p> <p>Part B of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring) shall be amended as follows: Inclusion of additional performance monitoring requirements as detailed within Annex 3 to Part B of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring)</p>

4.5	Period for providing Rectification Plan: In Clause 38.2.1(a) of the Call Off Terms
4.6	Supplier Software, Customer Software and Third Party Software In Call Off Schedule 18 (Supplier Software, Customer Software and Third Party Software The Supplier should ensure that their solution is compatible with the software listed in Section 3.2.10 of Annex 1 Schedule 2 of this Call Off contract, which includes both Customer Software and 3 rd Party Software. The Supplier shall ensure all the software they supply is appropriately licenced. The supplier shall ensure supplied software is kept up to date to at least N -1

5. PERSONNEL

5.1	Key Personnel: Supplier REDACTED TEXT Customer REDACTED TEXT
5.2	Relevant Convictions (Clause 27.2 of the Call Off Terms): Clause applied

6. PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)
6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS): In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)
6.3	Reimbursable Expenses: Not permitted
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): REDACTED TEXT
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): 2 Call Off Contract Years from the Call Off Commencement Date
6.6	Supplier periodic assessment of Call Off Contract Charges (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on:

	On the anniversary of each Call Off Contract Year during the Call off Contract Period
6.7	Supplier request for increase in the Call Off Contract Charges (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Permitted

7. LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges: REDACTED TEXT
7.2	Supplier's limitation of Liability (Clause 36.2.1 of the Call Off Terms); As specified in Clause 36.2.1 of the Call Off Terms
7.3	Insurance (Clause 37.3 of the Call Off Terms): Employers Liability Insurance Public Liability Insurance Professional Indemnity Insurance

8. TERMINATION AND EXIT

8.1	Termination on material Default (Clause 41.2.1(c) of the Call Off Terms): The percentage of "80%" in Clause 41.2.1(c) shall be amended to 25%
8.2	Termination without cause notice period (Clause 41.7.1 of the Call Off Terms): In Clause 41.7.1 of the Call Off Term
8.3	Undisputed Sums Limit: The wording " <i>one month's average Call Off Contract Charges</i> " in Clause 42.1.1 shall be amended to 3
8.4	Exit Management: In Call Off Schedule 9 (Exit Management)

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: The Supplier will conduct Customer site surveys, the majority of which will be carried out remotely by the Supplier. Certain Customer sites, due to their specific requirements may require the Supplier to conduct an on-site survey, which the Supplier will carry out at such time as agreed with the Customer.
9.2	Commercially Sensitive Information: Paragraph 4.2 Service Credit Cap

	<p>Paragraph 4.3 Critical Service Level Failure:</p> <p>Paragraph 5.1 Key Personnel</p> <p>Paragraph 7.1 Estimated Year 1 Call Off Contract Charges</p> <p>Paragraph 8.1 Termination on material Default</p> <p>Paragraph 8.3 Undisputed Sums Limit:</p> <p>Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)</p> <p>Schedule 15 (Call Off Tender)</p>
9.3	<p>Maintenance of the ICT Environment</p> <p>The Supplier shall ensure that their operating systems and software supplied to the Customer are Patched within timescales recommended by manufacturers. The supplier shall supply a Patching Report, within 30 working days of the Call Off Commencement Date, detailing the patching level against of their systems against the latest patches available. Patching Reports shall be supplied at least monthly.</p>

10. OTHER CALL OFF REQUIREMENTS

10.1	<p>Recitals (in preamble to the Call Off Terms):</p> <p>Recitals B to E</p> <p>Recital C - date of issue of the Statement of Requirements: 14/02/2017</p> <p>Recital D - date of receipt of Call Off Tender: 15/05/2017</p>
10.2	<p>Call Off Guarantee (Clause 4 of the Call Off Terms):</p> <p>Not Required</p>
10.3	<p>Security:</p> <p>Select long form security requirements</p> <p>And</p> <p>Security Policy</p>
10.4	<p>ICT Policy:</p> <p>https://www.gov.uk/government/publications/technology-code-of-practice</p> <p>https://www.gov.uk/government/publications/greening-government-ict-strategy</p>
10.5	<p>Testing: Call Off Schedule 5 (Testing) shall be amended as follows:</p> <p>To include requirements as stated within section 3.13 of Annex 1 Schedule 2 of this Call Off contract – Print solution compatibility and testing for MFDs and Reprographics.</p>
10.6	<p>Business Continuity & Disaster Recovery:</p> <p>Call Off Schedule 8 (Business Continuity and Disaster Recovery shall be amended as follows: To include additional requirements as stated in Section 3.11 of Annex 1 of Schedule 2 of this Call Off contract</p>

	<p>Disaster Period: For the purpose of the definition of “Disaster” in Call Off Schedule 1 (Definitions) the “Disaster Period” shall be <i>MFDs – 4hours and Reprographics 24hours</i>)</p>
10.7	<p>Failure of Supplier Equipment (Clause 32.8 of the call off Terms: For the purpose of that Clause the value for x shall be 6 and the value for Y shall be 3 months</p>
10.8	<p>Protection of Customer Data (Clause 34.3.3 of the Call Off Terms): As per clause 3.14.2 of Annex 1 of Schedule 2 of this Call Off contract</p>
10.9	<p>Notices (Clause 55.6 of the Call Off Terms): Customer’s postal address: REDACTED TEXT Supplier’s postal address and email address: Customer’s postal address: REDACTED TEXT</p>
10.10	<p>Transparency Reports In Call Off Schedule 13 (Transparency Reports) The Supplier shall provide to the Customer for Approval draft Transparency Reports within: 20 working days of a request from the Customer.</p>
10.11	<p>Alternative and/or additional provisions (including any Alternative and/or Additional Clauses under Call Off Schedule 14):</p> <ul style="list-style-type: none"> (i) Schedule 17 – Sustainable Development (ii) In relation to the clarification responses provided, Schedule 2 paragraph 3.12.14.2 has been updated, the following clarification was provided during the clarification process <ul style="list-style-type: none"> • Severity 3 Incidents are only applicable for devices where a total loss of all functionality has occurred at device level. • Severity 4 Incidents are only applicable for devices where only partial or no loss of functionality has occurred. (iii) The Call Off Contract shall include the following clause <p>1. Obligations during the Call Off Contract period</p> <ul style="list-style-type: none"> 1.1 Within ten (10) days of the Call Off Commencement Date, the Supplier shall provide to the Customer, the Historic Cost (“Historic Cost” in this context means the original cost of the Supplier Asset(s) comprising the Supplier devices specified in paragraph 3.1.8 of Schedule 2 of the Call Off Contract. 1.2 To the Supplier (less any impairments), at the point of deployment for use to deliver the Services under the Call Off Contract.) 1.3 During each Month of the Call Off Contract period, the Supplier shall:

1.3.1 create , maintain and provide to the Customer a Register of all:

- (a) Supplier Assets (which for the avoidance of doubt shall include the Supplier devices specified in paragraph 3.1.8 of Schedule 2 of the Call Off Contract), detailing their:
 - (i) make, model and asset number;
 - (ii) ownership and status as either Exclusive Assets or Non-Exclusive Assets;
 - (iii) Historic Cost
 - (iv) the accounting policy applied, details of depreciation policy and indexation policy
 - (v) Net Book Value;
 - (vi) condition and physical location; and
 - (vii) use (including technical specifications);
 - (viii) The Register should include details any impairments, additions, disposals and the depreciation, indexation and revaluation applied , including for avoidance of doubt, the figures supporting the statutory accounting disclosure in respect of the Supplier Assets deployed under the Call Off Contract; and
- (b) Sub-Contracts and other relevant agreements (including relevant software licences, maintenance and support agreements and equipment rental and lease agreements) required for the performance of the Goods and/or Services;

1.3.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Goods and/or Services, which shall contain sufficient detail to permit the Customer and/or Replacement Supplier to understand how the Supplier provides the Goods and/or Services and to enable the smooth transition of the Goods and/or Services with the minimum of disruption;

1.3.3 agree the format of the Registers with the Customer as part of the process of agreeing the Exit Plan; and

1.3.4 at all times keep the Registers up to date, in particular in the event that Assets, Sub-Contracts or other relevant agreements are added to or removed from the Goods and/or Services.

1.4 The information to be provided by the Supplier to the Customer under paragraphs 1.1 and 1.2 above shall be considered alongside other factors in the Supplier periodic assessment of Call off Contract Charges under Schedule 3 paragraph 9 of the Call Off Contract.

(iv) Schedule 9, paragraph 3.1 shall be deleted in its entirety and replaced with the following paragraph 3.1;

3. Obligations during the Call Off Contract period

	<p>3.1 During the Call Off Contract period, the Supplier shall:</p> <p>3.1.1 create and maintain a Register of all:</p> <p>(a) Supplier Assets (which for the avoidance of doubt shall include the Supplier devices specified in paragraph 3.1.8 of Schedule 2 of the Call Off Contract), detailing their:</p> <ul style="list-style-type: none"> (i) make, model and asset number; (ii) ownership and status as either Exclusive Assets or Non-Exclusive Assets; (iii) Historic Cost (“Historic Cost” in this context means the original cost of the Supplier Asset(s) to the Supplier (less any impairments), at the point of deployment for use to deliver the Services under the Call Off Contract.) (iv) the accounting policy applied, details of depreciation policy and indexation policy (v) Net Book Value; (vi) condition and physical location; and (vii) use (including technical specifications); (viii) The Register should include details any impairments, additions, disposals and the depreciation, indexation and revaluation applied , including for avoidance of doubt, the figures supporting the statutory accounting disclosure in respect of the Supplier Assets deployed under the Call Off Contract; and <p>(b) Sub-Contracts and other relevant agreements (including relevant software licences, maintenance and support agreements and equipment rental and lease agreements) required for the performance of the Goods and/or Services;</p> <p>3.1.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Goods and/or Services, which shall contain sufficient detail to permit the Customer and/or Replacement Supplier to understand how the Supplier provides the Goods and/or Services and to enable the smooth transition of the Goods and/or Services with the minimum of disruption;</p> <p>3.1.3 agree the format of the Registers with the Customer as part of the process of agreeing the Exit Plan; and at all times keep the Registers up to date, in particular in the event that Assets, Sub-Contracts or other relevant agreements are added to or removed from the Goods and/or Services.</p>
<p>10.12</p>	<p>Call Off Tender: In Schedule 15 (Call Off Tender)</p>
<p>10.13</p>	<p>Training All Training requirements are outlined within Annex 1 of Schedule 2 of this Call Off contract. MFD</p>

The Supplier shall provide print devices which have displays with Help facilities guiding users on resolving problems with the printer or help on using functions of the device.

The Supplier shall provide high level posters (or similar) to be placed behind devices with step by step instructions for use. Posters will be at least A3, in colour and will remain throughout the Contract period.

The Supplier shall provide Guidance that will be placed on the Customer's intranet. Guidance should be made available electronically. Guidance shall include illustrations that users can follow.

The Supplier shall provide frequently asked questions documentation based on the Supplier's knowledge of other accounts they manage and also feedback from the Customer's pilot exercises.

The Supplier shall provide training material to Key User staff as part of the deployment process before new printers are deployed. The Supplier shall provide interactive training that enables users to practice what they have been taught. This can take the form of face to face, hard copy, video or a mixture of all 3 methods. The Supplier shall provide details of how long each piece of training takes and include this in the Implementation Plan.

The Supplier shall provide Key User staff with instruction once devices have been deployed. The Supplier shall manage the training of Key Users. The Key User may be deployed as floorwalkers to help staff access the new printers and help users at each site.

A Digital start-up pack will be distributed to each Local Site Representative (LSR) ahead of site deployment as described in the Communications Plan. The Customer is based on over 900 sites across the UK. The Supplier shall provide an illustrated guide that describes the essential steps that need to be taken so that a site can use their new printers.

Reprographics

The Supplier shall provide clearly defined process maps and guidance that can be placed on the Customer's intranet covering all Reprographic processes, as a minimum:

- How to complete the reprographics request template;
- How to use the reprographics costing tool;
- How to submit a hard copy reprographics request;
- How to submit an electronic reprographics request;
- How to raise an issue, complaint or urgent request.

FORMATION OF CALL OFF CONTRACT

BY SIGNING AND RETURNING THIS CALL OFF ORDER FORM (which may be done by electronic means) the Supplier agrees to enter a Call Off Contract with the Customer to provide the Goods and/or Services in accordance with the terms set out in the Call Off Order Form and the Call Off Terms.

The Parties hereby acknowledge and agree that they have read the Call Off Order Form and the Call Off Terms and by signing below agree to be bound by this Call Off Contract.

In accordance with paragraph 7 of Framework Schedule 5 (Call Off Procedure), the Parties hereby acknowledge and agree that this Call Off Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of the Call Off Order Form from the Supplier within two (2) Working Days from such receipt.

For and on behalf of the Supplier:

Name and Title	REDACTED TEXT
Signature	REDACTED TEXT
Date	REDACTED TEXT

For and on behalf of the Customer:

Name and Title	REDACTED TEXT
Signature	REDACTED TEXT
Date	REDACTED TEXT

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PART 2 –CALL OFF TERMS

TERMS AND CONDITIONS

RECITALS

- A. Where recital A has been selected in the Call Off Order Form, the Customer has followed the call off procedure set out in paragraph 1.2 of Framework Schedule 5 (Call Off Procedure) and has awarded this Call Off Contract to the Supplier by way of direct award.
- B. Where recitals B to E have been selected in the Call Off Order Form, the Customer has followed the call off procedure set out in paragraph 1.3 of Framework Schedule 5 (Call Off Procedure) and has awarded this Call Off Contract to the Supplier by way of further competition.
- C. The Customer issued its Statement of Requirements for the provision of the Goods and/or Services on the date specified at paragraph 10.1 of the Call Off Order Form.
- D. In response to the Statement of Requirements the Supplier submitted a Call Off Tender to the Customer on the date specified at paragraph 10.1 of the Call Off Order form through which it provided to the Customer its solution for providing the Goods and/or Services.
- E. On the basis of the Call Off Tender, the Customer selected the Supplier to provide the Goods and/or Services to the Customer in accordance with the terms of this Call Off Contract.

A. PRELIMINARIES

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Call Off Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in Call Off Schedule 1 (Definitions) or the relevant Call Off Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in Call Off Schedule 1 (Definitions) or relevant Call Off Schedule, it shall have the meaning given to it in the Framework Agreement. If no meaning is given to it in the Framework Agreement, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3 In this Call Off Contract, unless the context otherwise requires:
 - 1.3.1 the singular includes the plural and vice versa;
 - 1.3.2 reference to a gender includes the other gender and the neuter;
 - 1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
 - 1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
 - 1.3.5 the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "**without limitation**";

- 1.3.6 references to “**writing**” include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
 - 1.3.7 references to “**representations**” shall be construed as references to present facts, to “**warranties**” as references to present and future facts and to “**undertakings**” as references to obligations under this Call Off Contract;
 - 1.3.8 references to “**Clauses**” and “**Call Off Schedules**” are, unless otherwise provided, references to the clauses and schedules of this Call Off Contract and references in any Call Off Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Call Off Schedule in which these references appear; and
 - 1.3.9 the headings in this Call Off Contract are for ease of reference only and shall not affect the interpretation or construction of this Call Off Contract.
- 1.4 Subject to Clauses 1.5 and 1.6 (Definitions and Interpretation), in the event of and only to the extent of any conflict between the Call Off Order Form, the Call Off Terms and the provisions of the Framework Agreement, the conflict shall be resolved in accordance with the following order of precedence:
- 1.4.1 the Framework Agreement, except Framework Schedule 21 (Tender);
 - 1.4.2 the Call Off Order Form;
 - 1.4.3 the Call Off Terms, except Call Off Schedule 15 (Call Off Tender);
 - 1.4.4 Call Off Schedule 15 (Call Off Tender); and
 - 1.4.5 Framework Schedule 21 (Tender).
- 1.5 Any permitted changes by the Customer to the Template Call Off Terms and the Template Call Off Order Form under Clause 5 (Call Off Procedure) of the Framework Agreement and Framework Schedule 5 (Call Off Procedure) prior to them becoming the Call Off Terms and the Call Off Order Form which comprise this Call Off Contract shall prevail over the Framework Agreement.
- 1.6 Where Call Off Schedule 15 (Call Off Tender) or Framework Schedule 21 (Tender) contain provisions which are more favourable to the Customer in relation to (the rest of) this Call Off Contract, such provisions of the Call Off Tender or the Tender shall prevail. The Customer shall in its absolute and sole discretion determine whether any provision in the Call Off Tender or Tender is more favourable to it in this context.

2. DUE DILIGENCE

2.1 The Supplier acknowledges that:

- 2.1.1 the Customer has delivered or made available to the Supplier all of the information and documents that the Supplier considers necessary or relevant for the performance of its obligations under this Call Off Contract;
- 2.1.2 it has made its own enquiries to satisfy itself as to the accuracy and adequacy of the Due Diligence Information;
- 2.1.3 it has raised all relevant due diligence questions with the Customer before the Call Off Commencement Date;
- 2.1.4 it has satisfied itself of all relevant details, including but not limited to, details relating to the following;

- (a) suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Call Off Commencement Date) future Operating Environment;
- (b) operating processes and procedures and the working methods of the Customer;
- (c) ownership, functionality, capacity, condition and suitability for use in the provision of the Goods and/or Services of the Customer Assets; and
- (d) existing contracts (including any licences, support, maintenance and other agreements 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 Call Off Contract and/or which the Supplier will require the benefit of for the provision of the Goods and/or Services;

2.1.5 it has advised the Customer in writing of:

- (a) each aspect, if any, of the Operating Environment that is not suitable for the provision of the Goods and/or Services;
- (b) the actions needed to remedy each such unsuitable aspect; and
- (c) a timetable for and the costs of those actions;

2.1.6 it has undertaken all necessary due diligence and has entered into this Call Off Contract in reliance on its own due diligence alone; and

2.1.7 it shall not be excused from the performance of any of its obligations under this Call Off Contract on the grounds of, nor shall the Supplier be entitled to recover any additional costs or charges, arising as a result of any:

- (a) unsuitable aspects of the Operating Environment;
- (b) misinterpretation of the requirements of the Customer in the Call Off Order Form or elsewhere in this Call Off Contract;
- (c) failure by the Supplier to satisfy itself as to the accuracy and/or adequacy of the Due Diligence Information; and/or
- (d) failure by the Supplier to undertake its own due diligence.

3. REPRESENTATIONS AND WARRANTIES

3.1 Each Party represents and warranties that:

- 3.1.1 it has full capacity and authority to enter into and to perform this Call Off Contract;
- 3.1.2 this Call Off Contract is executed by its duly authorised representative;
- 3.1.3 there are no actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, threatened against it (or, in the case of the Supplier, any of its Affiliates) that might affect its ability to perform its obligations under this Call Off Contract; and
- 3.1.4 its obligations under this Call Off Contract constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms subject to applicable (as the case may be for each Party) bankruptcy,

reorganisation, insolvency, moratorium or similar Laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or Law).

3.2 The Supplier represents and warrants that:

- 3.2.1 it is validly incorporated, organised and subsisting in accordance with the Laws of its place of incorporation;
- 3.2.2 it has all necessary consents (including, where its procedures so require, the consent of its Parent Company) and regulatory approvals to enter into this Call Off Contract;
- 3.2.3 its execution, delivery and performance of its obligations under this Call Off Contract does not and will not constitute a breach of any Law or obligation applicable to it and does not and will not cause or result in a Default under any agreement by which it is bound;
- 3.2.4 as at the Call Off Commencement Date, all written statements and representations in any written submissions made by the Supplier as part of the procurement process, its Tender, Call Off Tender and any other documents submitted remain true and accurate except to the extent that such statements and representations have been superseded or varied by this Call Off Contract;
- 3.2.5 if the Call Off Contract Charges payable under this Call Off Contract exceed or are likely to exceed five (5) million pounds, as at the Call Off Commencement Date it has notified the Customer in writing of any Occasions of Tax Non-Compliance or any litigation that it is involved in connection with any Occasions of Tax Non Compliance;
- 3.2.6 it has and shall continue to have all necessary rights in and to the Licensed Software, the Third Party IPR, the Supplier Background IPRs and any other materials made available by the Supplier (and/or any Sub-Contractor) to the Customer which are necessary for the performance of the Supplier's obligations under this Call Off Contract including the receipt of the Goods and/or Services by the Customer;
- 3.2.7 it shall take all steps, in accordance with Good Industry Practice, to prevent the introduction, creation or propagation of any disruptive elements (including any virus, worms and/or Trojans, spyware or other malware) into systems, data, software or the Customer's Confidential Information (held in electronic form) owned by or under the control of, or used by, the Customer;
- 3.2.8 it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under this Call Off Contract;
- 3.2.9 it is not affected by an Insolvency Event and no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue; and
- 3.2.10 for the Call Off Contract Period and for a period of twelve (12) months after the termination or expiry of this Call Off Contract, the Supplier shall not employ or offer employment to any staff of the Customer which have been associated with the provision of the Goods and/or Services without

Approval or the prior written consent of the Customer which shall not be unreasonably withheld.

3.3 Each of the representations and warranties set out in Clauses 3.1 and 3.2 shall be construed as a separate representation and warranty and shall not be limited or restricted by reference to, or inference from, the terms of any other representation, warranty or any undertaking in this Call Off Contract.

3.4 If at any time a Party becomes aware that a representation or warranty given by it under Clauses 3.1 and 3.2 has been breached, is untrue or is misleading, it shall immediately notify the other Party of the relevant occurrence in sufficient detail to enable the other Party to make an accurate assessment of the situation.

3.5 For the avoidance of doubt, the fact that any provision within this Call Off Contract is expressed as a warranty shall not preclude any right of termination the Customer may have in respect of breach of that provision by the Supplier which constitutes a material Default.

4. CALL OFF GUARANTEE

4.1 Where the Customer has stipulated in the Call Off Order Form that this Call Off Contract shall be conditional upon receipt of a Call Off Guarantee, then, on or prior to the Call Off Commencement Date or on any other date specified by the Customer, the Supplier shall deliver to the Customer:

4.1.1 an executed Call Off Guarantee from a Call Off Guarantor; and

4.1.2 a certified copy extract of the board minutes and/or resolution of the Call Off Guarantor approving the execution of the Call Off Guarantee.

4.2 The Customer may in its sole discretion at any time agree to waive compliance with the requirement in Clause 4.1 by giving the Supplier notice in writing.

B. DURATION OF CALL OFF CONTRACT

5. CALL OFF CONTRACT PERIOD

5.1 This Call Off Contract shall take effect on the Call Off Commencement Date and the term of this Call Off Contract shall be the Call Off Contract Period.

5.2 Where the Customer has specified a Call Off Extension Period in the Call Off Order Form, the Customer may extend this Call Off Contract for the Call Off Extension Period by providing written notice to the Supplier before the end of the Initial Call Off Period. The minimum period for the written notice shall be as specified in the Call Off Order Form.

C. CALL OFF CONTRACT PERFORMANCE

6. IMPLEMENTATION PLAN

6.1 Formation of Implementation Plan

6.1.1 Where an Implementation Plan has not been agreed and included in Call Off Schedule 4 (Implementation Plan) on the Call Off Commencement Date, but the Customer has specified in the Call Off Order Form that the Supplier shall provide a draft Implementation Plan prior to the commencement of the provision of the Goods and/or Services, the Supplier's draft must contain information at the level of detail necessary to manage the implementation stage effectively and as the Customer may

require. The draft Implementation Plan shall take account of all dependencies known to, or which should reasonably be known to, the Supplier.

- 6.1.2 The Supplier shall submit the draft Implementation Plan to the Customer for Approval (such decision of the Customer to Approve or not shall not be unreasonably delayed or withheld) within such period as specified by the Customer in the Call Off Order Form.
- 6.1.3 The Supplier shall perform each of the Deliverables identified in the Implementation Plan by the applicable date assigned to that Deliverable in the Implementation Plan so as to ensure that each Milestone identified in the Implementation Plan is Achieved on or before its Milestone Date.
- 6.1.4 The Supplier shall monitor its performance against the Implementation Plan and Milestones (if any) and any other requirements of the Customer as set out in this Call Off Contract and report to the Customer on such performance.

6.2 Control of Implementation Plan

- 6.2.1 Subject to Clause 6.2.2, the Supplier shall keep the Implementation Plan under review in accordance with the Customer's instructions and ensure that it is maintained and updated on a regular basis as may be necessary to reflect the then current state of the provision of the Goods and/or Services. The Customer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.
- 6.2.2 Changes to the Milestones (if any), Milestone Payments (if any) and Delay Payments (if any) shall only be made in accordance with the Variation Procedure and provided that the Supplier shall not attempt to postpone any of the Milestones using the Variation Procedure or otherwise (except in the event of a Customer Cause which affects the Supplier's ability to achieve a Milestone by the relevant Milestone Date).
- 6.2.3 Where so specified by the Customer in the Implementation Plan or elsewhere in this Call Off Contract, time in relation to compliance with a date, Milestone Date or period shall be of the essence and failure of the Supplier to comply with such date, Milestone Date or period shall be a material Default unless the Parties expressly agree otherwise.

6.3 Rectification of Delay in Implementation

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

- (b) if the Delay or anticipated Delay relates to a Milestone in respect which a Delay Payment has been specified in the Implementation Plan, Clause 6.4 (Delay Payments) shall apply.

6.4 Delay Payments

6.4.1 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 Customer such Delay Payments (calculated as set out by the Customer in the Implementation Plan) and the following provisions shall apply:

- (a) 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 Customer as a result of the Supplier's failure to Achieve the corresponding Milestone;
- (b) Delay Payments shall be the Customer's exclusive financial remedy for the Supplier's failure to Achieve a corresponding Milestone by its Milestone Date except where:
 - (i) the Customer is otherwise entitled to or does terminate this Call Off Contract pursuant to Clause 41 (Customer Termination Rights) except Clause 41.7 (Termination Without Cause); or
 - (ii) the delay exceeds the number of days (the "**Delay Period Limit**") specified in Call Off Schedule 4 (Implementation Plan, Customer Responsibilities and Key Personnel) for the purposes of this sub-Clause, commencing on the relevant Milestone Date;
- (c) the Delay Payments will accrue on a daily basis from the relevant Milestone Date and shall continue to accrue until the date when the Milestone is Achieved (unless otherwise specified by the Customer in the Implementation Plan);
- (d) no payment or concession to the Supplier by the Customer or other act or omission of the Customer shall in any way affect the rights of the Customer to recover the Delay Payments or be deemed to be a waiver of the right of the Customer to recover any such damages unless such waiver complies with Clause 48 (Waiver and Cumulative Remedies) and refers specifically to a waiver of the Customer's rights to claim Delay Payments; and
- (e) the Supplier waives absolutely any entitlement to challenge the enforceability in whole or in part of this Clause 6.4.1 and Delay Payments shall not be subject to or count towards any limitation on liability set out in Clause 36 (Liability).

7. GOODS AND/OR SERVICES

7.1 Provision of the Goods and/or Services

7.1.1 The Supplier acknowledges and agrees that the Customer relies on the skill and judgment of the Supplier in the provision of the Goods and/or Services and the performance of its obligations under this Call Off Contract.

7.1.2 The Supplier shall ensure that the Goods and/or Services:

- (a) comply in all respects with the description of the Goods and/or Services in Call Off Schedule 2 (Goods and/or Services) or elsewhere in this Call Off Contract; and
- (b) are supplied in accordance with the provisions of this Call Off Contract (including the Call Off Tender) and the Tender.

7.1.3 The Supplier shall perform its obligations under this Call Off Contract in accordance with:

- (a) all applicable Law;
- (b) Good Industry Practice;
- (c) the Standards;
- (d) the Security Policy;
- (e) the Quality Plans;
- (f) the ICT Policy (if so required by the Customer); and
- (g) the Supplier's own established procedures and practices to the extent the same do not conflict with the requirements of Clauses 7.1.3(a) to 7.1.3(e).

7.1.4 The Supplier shall:

- (a) at all times allocate sufficient resources with the appropriate technical expertise to supply the Deliverables and to provide the Goods and/or Services in accordance with this Call Off Contract;
- (b) subject to Clause 22.1 (Variation Procedure), obtain, and maintain throughout the duration of this Call Off Contract, all the consents, approvals, licences and permissions (statutory, regulatory contractual or otherwise) it may require and which are necessary for the provision of the Goods and/or Services;
- (c) ensure that the release of any new Supplier Software or upgrade to any Supplier Software complies with the interface requirements of the Customer and (except in relation to new Software or upgrades which are released to address Malicious Software) shall notify the Customer three (3) Months before the release of any new Supplier Software or Upgrade;
- (d) 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;
- (e) ensure that any products /or services recommended or otherwise specified by the Supplier for use by the Customer in conjunction with the Deliverables and/or the Goods and/or the Services shall enable the Deliverables and/or the Goods and/or Services to meet the requirements of the Customer;

- (f) ensure that the Supplier System and Supplier Assets will be free of all encumbrances (except as agreed in writing with the Customer) and will be Euro Compliant; and);
- (g) ensure that the Goods and/or Services are fully compatible with any Customer Software, Customer System, Customer Property or Customer Assets described in Call Off Schedule 4 (Implementation Plan, Customer Responsibilities and Key Personnel) (or elsewhere in this Call Off Contract) or otherwise used by the Supplier in connection with this Call Off Contract;
- (h) minimise any disruption to the Sites Services, the ICT Environment and/or the Customer's operations when providing the Goods and/or Services;
- (i) ensure that any Documentation and training provided by the Supplier to the Customer are comprehensive, accurate and prepared in accordance with Good Industry Practice;
- (j) co-operate with the Other Suppliers and provide reasonable information (including any Documentation), advice and assistance in connection with the Goods and/or Services to any Other Supplier to enable such Other Supplier to create and maintain technical or organisational interfaces with the Services and, on the Call Off Expiry Date for any reason, to enable the timely transition of the supply of the Goods and/or Services (or any of them) to the Customer and/or to any Replacement Supplier;
- (k) assign to the Customer, or if it is unable to do so, shall (to the extent it is legally able to do so) hold on trust for the sole benefit of the Customer, all warranties and indemnities provided by third parties or any Sub-Contractor in respect of any Deliverables and/or the Goods and/or Services. Where any such warranties are held on trust, the Supplier shall enforce such warranties in accordance with any reasonable directions that the Customer may notify from time to time to the Supplier;
- (l) provide the Customer with such assistance as the Customer may reasonably require during the Call Off Contract Period in respect of the supply of the Goods and/or Services;
- (m) deliver the Goods and/or Services in a proportionate and efficient manner;
- (n) ensure that neither it, nor any of its Affiliates, embarrasses the Customer or otherwise brings the Customer into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in the Customer, regardless of whether or not such act or omission is related to the Supplier's obligations under this Call Off Contract; and
- (o) gather, collate and provide such information and co-operation as the Customer may reasonably request for the purposes of ascertaining the Supplier's compliance with its obligations under this Call Off Contract.

- (p) provide training to the Customer's personnel in accordance with paragraph 10.13 of the Call Off Order Form (if any) in respect of the use and maintenance of the Goods and, unless otherwise indicated in the Order Form, the Charges shall include all costs of training including the cost of instruction of the Customer's personnel in the use and maintenance of the Goods, such instruction to be in accordance with the specification for training set out in Schedule 2 of the Framework Agreement or as otherwise set out in the Order Form.

- 7.1.5 An obligation on the Supplier to do, or to refrain from doing, any act or thing shall include an obligation upon the Supplier to procure that all Sub-Contractors and Supplier Personnel also do, or refrain from doing, such act or thing.

8. SERVICES

8.1 General application

- 8.1.1 This Clause 8 shall apply if any Services have been included in Annex 1 of Call Off Schedule 2 (Goods and/or Services).

8.2 Time of Delivery of the Services

- 8.2.1 The Supplier shall provide the Services on the date(s) specified in the Call Off Order Form (or elsewhere in this Call Off Contract) and the Milestone Dates (if any).

8.3 Location and Manner of Delivery of the Services

- 8.3.1 Except where otherwise provided in this Call Off Contract, the Supplier shall provide the Services to the Customer through the Supplier Personnel at the Sites.
- 8.3.2 The Customer may inspect and examine the manner in which the Supplier provides the Services at the Sites and, if the Sites are not the Customer Premises, the Customer may carry out such inspection and examination during normal business hours and on reasonable notice.

8.4 Undelivered Services

- 8.4.1 In the event that any of the Services are not Delivered in accordance with Clauses 7.1 (Provision of the Goods and/or Services), 8.2 (Time of Delivery of the Services) and 8.3 (Location and Manner of Delivery of the Services) ("**Undelivered Services**"), the Customer, without prejudice to any other rights and remedies of the Customer howsoever arising, shall be entitled to withhold payment of the applicable Call Off Contract Charges for the Services that were not so Delivered until such time as the Undelivered Services are Delivered.
- 8.4.2 The Customer may, at its discretion and without prejudice to any other rights and remedies of the Customer howsoever arising, deem the failure to comply with Clauses 7.1, (Provision of the Goods and/or Services), 8.2 (Time of Delivery of the Services) and 8.3 (Location and Manner of Delivery of the Services) and meet the relevant Milestone Date (if any) to be a material Default.

8.5 Specially Written Software warranty

8.5.1 The Supplier warrants to the Customer that all components of the Specially Written Software shall:

- (a) be free from material design and programming errors;
- (b) perform in all material respects in accordance with the relevant specifications contained in Call Off Schedule 2 (Goods and Services) and Documentation; and
- (c) not infringe any Intellectual Property Rights.

8.6 Obligation to Remedy of Default in the Supply of the Services

8.6.1 Subject to Clauses 33.9 (IPR Indemnity) and without prejudice to any other rights and remedies of the Customer howsoever arising (including under Clauses 8.4 (Undelivered Services) and 38 (Customer Remedies for Default)), the Supplier shall, where practicable:

- (a) remedy any breach of its obligations in Clauses 7 and 8 within three (3) Working Days of becoming aware of the relevant Default or being notified of the Default by the Customer or within such other time period as may be agreed with the Customer (taking into account the nature of the breach that has occurred); and
- (b) meet all the costs of, and incidental to, the performance of such remedial work.

8.7 Continuing Obligation to Provide the Services

8.7.1 The Supplier shall continue to perform all of its obligations under this Call Off Contract and shall not suspend the provision of the Services, notwithstanding:

- (a) any withholding or deduction by the Customer of any sum due to the Supplier pursuant to the exercise of a right of the Customer to such withholding or deduction under this Call Off Contract;
- (b) the existence of an unresolved Dispute; and/or
- (c) any failure by the Customer to pay any Call Off Contract Charges,

unless the Supplier is entitled to terminate this Call Off Contract under Clause 42.1 (Termination on Customer Cause for Failure to Pay) for failure by the Customer to pay undisputed Call Off Contract Charges.

9. GOODS

9.1 General application

9.1.1 This Clause 9 shall apply if any Goods have been included in Annex 2 of Call Off Schedule 2 (Goods and/or Services).

9.2 Time of Delivery of the Goods

9.2.1 The Supplier shall provide the Goods on the date(s) specified in the Call Off Order Form (or elsewhere in this Call Off Contract) and the Milestone Dates (if any) which shall not exceed twenty one (21) calendar days of receipt of an order. In the event of any delay in the delivery, the Supplier shall immediately notify the Customer, specifying reasons for the delay and the revised delivery date.

9.2.2 Subject to Clause 9.2.2 (Time of Delivery of the Goods), where the Goods are delivered by the Supplier, the point of delivery shall be to the point of use and shall be unpacked, sited, configured, connected and commissioned by the Supplier (commissioned within one (1) working day of delivery. The Supplier shall remove all packaging from the Customer's premises at the time of installation. Where the goods are collected by the Customer, the point of delivery shall be when the Goods are loaded onto the Customer's vehicle. Where the Customer has specified any Installation Works in the Call Off Order Form, Delivery shall include installation of the Goods by the Supplier Personnel at the Sites (or at such place as the Customer may reasonably direct) in accordance with Clause 10 (Installation Works) and the Call Off Order Form.

9.3 Location and Manner of Delivery of the Goods

9.3.1 Except where otherwise provided in this Call Off Contract, the Supplier shall deliver the Goods to the Customer through the Supplier Personnel at the Sites.

9.3.2 If requested by the Customer prior to Delivery, the Supplier shall provide the Customer with a sample or samples of Goods for evaluation and Approval, at the Supplier's cost and expense.

9.3.3 The Goods shall be marked, stored, handled and delivered in a proper manner and in accordance the Customer's instructions as set out in the Call Off Order Form (or elsewhere in this Call Off Contract), Good Industry Practice, any applicable Standards and any Law. In particular, the Goods shall be marked with the Order number and the net, gross and tare weights, the name of the contents shall be clearly marked on each container and all containers of hazardous Goods (and all documents relating thereto) shall bear prominent and adequate warnings.

9.3.4 On dispatch of any consignment of the Goods the Supplier shall send the Customer an advice note specifying the means of transport, the place and date of dispatch, the number of packages, their weight and volume together with the all other relevant documentation and information required to be provided under any Laws.

9.3.5 The Customer may inspect and examine the manner in which the Supplier supplies the Goods at the Sites and, if the Sites are not the Customer Premises, the Customer may carry out such inspection and examination during normal business hours and on reasonable notice.

9.4 Undelivered Goods

9.4.1 In the event that not all of the Goods are Delivered in accordance with Clauses 7.1 (Provision of the Goods and/or Services), 9.2 (Time of Delivery of the Goods) and 9.3 (Location and Manner of Delivery of the Goods) ("**Undelivered Goods**"), the Customer, without prejudice to any other rights and remedies of the Customer howsoever arising, shall be entitled to withhold payment of the applicable Call Off Contract Charges for the Goods that were not so Delivered until such time as the Undelivered Goods are Delivered.

9.4.2 The Customer, at its discretion and without prejudice to any other rights and remedies of the Customer howsoever arising deem the failure to comply with Clauses 7.1 (Provision of the Goods and/or Services), 9.2 (Time of Delivery of the Goods) and 9.3 (Location and Manner of Delivery

of the Goods) and meet the relevant Milestone Date (if any) to be a material Default.

9.5 Over-Delivered Goods

- 9.5.1 The Customer shall be under no obligation to accept or pay for any Goods delivered in excess of the quantity specified in the Call Off Order Form (or elsewhere in this Call Off Contract) ("**Over-Delivered Goods**").
- 9.5.2 If the Customer elects not to accept such Over-Delivered Goods it may, without prejudice to any other rights and remedies of the Customer howsoever arising, give notice in writing to the Supplier to remove them within five (5) Working Days and to refund to the Customer any expenses incurred by the Customer as a result of such Over-Delivered Goods (including but not limited to the costs of moving and storing the Over-Delivered Goods).
- 9.5.3 If the Supplier fails to comply with the Customer's notice under Clause 9.5.2, the Customer may dispose of such Over-Delivered Goods and charge the Supplier for the costs of such disposal. The risk in any Over-Delivered Goods shall remain with the Supplier.

9.6 Delivery of the Goods by Instalments

- 9.6.1 Unless expressly agreed to the contrary, the Customer shall not be obliged to accept delivery of the Goods by instalments. If, however, the Customer does specify or agree to delivery by instalments, delivery of any instalment later than the date specified or agreed for its Delivery shall, without prejudice to any other rights or remedies of the Customer howsoever arising, entitle the Customer to terminate the whole or any unfulfilled part of this Call Off Contract for material Default without further liability to the Customer.

9.7 Risk and Ownership in Relation to the Goods

- 9.7.1 Without prejudice to any other rights or remedies of the Customer howsoever arising:
 - (a) risk in the Goods shall pass to the Customer at the time of Delivery; and
 - (b) ownership of the Goods shall pass to the Customer for Lots 1 and 2 where outright purchase is an option on the earlier of Delivery of the Goods or payment by the Customer of the Call Off Contract Charges;

9.8 Responsibility for Damage to or Loss of the Goods

- 9.8.1 Without prejudice to the Supplier's other obligations to provide the Goods in accordance with this Call Off Contract, the Supplier accepts responsibility for all damage to or loss of the Goods if the:
 - (a) same is notified in writing to the Supplier within three (3) Working Days of receipt and inspection of the Goods by the Customer; and
 - (b) Goods have been handled by the Customer in accordance with the Supplier's instructions.
- 9.8.2 Where the Supplier accepts responsibility under Clause 9.8.1, it shall, at its sole option, replace or repair the Goods (or part thereof) within such time as is reasonable having regard to the circumstances and as agreed with the Customer.

9.9 Warranty of the Goods

9.9.1 The Supplier hereby guarantees the Goods for the Warranty Period against faulty materials and workmanship.

9.9.2 If the Customer shall within such Warranty Period or within twenty five (25) Working Days thereafter give notice in writing to the Supplier of any defect in any of the Goods as may have arisen during such Warranty Period under proper and normal use, the Supplier shall (without prejudice to any other rights and remedies of the Customer howsoever arising) promptly remedy such faults or defects (whether by repair or replacement as the Customer shall elect) free of charge.

9.10 Obligation to Remedy Default in the Supply of the Goods

9.10.1 Subject to Clauses 33.9 (IPR Indemnity) and without prejudice to any other rights and remedies of the Customer howsoever arising (including under Clauses 9.4 (Undelivered Goods) and 38 (Customer Remedies for Default)), the Supplier shall, where practicable:

- (a) remedy any breach of its obligations in this Clause 9 within three (3) Working Days of becoming aware of the relevant Default or being notified of the Default by the Customer or within such other time period as may be agreed with the Customer (taking into account the nature of the breach that has occurred); and
- (b) meet all the costs of, and incidental to, the performance of such remedial work.

9.11 Continuing Obligation to Provide the Goods

9.11.1 The Supplier shall continue to perform all of its obligations under this Call Off Contract and shall not suspend the provision of the Goods, notwithstanding:

- (a) any withholding or deduction by the Customer of any sum due to the Supplier pursuant to the exercise of a right of the Customer to such withholding or deduction under this Call Off Contract;
- (b) the existence of an unresolved Dispute; and/or
- (c) any failure by the Customer to pay any Call Off Contract Charges,

unless the Supplier is entitled to terminate this Call Off Contract under Clause 42.1 (Termination on Customer Cause for Failure to Pay) for failure to pay undisputed Call Off Contract Charges.

9.12 Provision and Removal of Supplier Equipment

9.12.1 Unless otherwise stated in the Call Off Order Form, the Supplier shall provide all the Supplier Equipment necessary for the supply of the Goods and/or the Services.

9.12.2 The Supplier shall not deliver any Supplier Equipment nor begin any work on the Customer Premises without obtaining Approval.

9.12.3 All Supplier Equipment brought onto the Customer Premises shall be at the Supplier's own risk and the Customer shall have no liability for any loss of or damage to any Supplier Equipment unless and to the extent that the Supplier is able to demonstrate that such loss or damage was caused by

or contributed to by the Customer's Default. The Supplier shall be wholly responsible for the haulage or carriage of the Supplier Equipment to the Customer Premises and the removal thereof when it is no longer required by the Customer and in each case at the Supplier's sole cost. Unless otherwise stated in this Call Off Agreement, Supplier Equipment brought onto the Customer Premises will remain the property of the Supplier.

9.12.4 The Supplier shall maintain all items of Supplier Equipment within the Customer Premises in a safe, serviceable and clean condition.

9.12.5 The Supplier shall, at the Customer's written request, at its own expense and as soon as reasonably practicable:

- (a) remove from the Customer Premises any Supplier Equipment which in the reasonable opinion of the Customer is either hazardous, noxious or not in accordance with the Call Off Agreement; and
- (b) replace such item with a suitable substitute item of Supplier Equipment.

9.12.6 Upon termination or expiry of the Call Off Agreement, the Supplier shall remove the Supplier Equipment together with any other materials used by the Supplier to supply the Goods and Services and shall leave the Customer Premises in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Customer Premises or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier or Supplier's Personnel.

9.13 Provision of Maintenance Services

9.13.1 This Clause 9.13 shall apply to the provision of the Maintenance Services.

9.13.2 The Supplier shall supply the Maintenance Services during the Call Off Contract Period in accordance with the specification for maintenance services set out in Schedule 2 of the Framework Agreement or as otherwise set out in the Call Off Order Form.

9.13.3 The Maintenance Services shall include the provision of spares, replacement parts, consumables, toner and staples and the Supplier shall not be entitled to make any additional charge for the supply of such items, except where expressly set out in the Call Off Order Form.

9.13.4 If any of the Goods breaks down and the Supplier is not able to repair the Goods in accordance with the specification and timescales set out in Schedule 2 of the Framework Agreement or as otherwise set out in this Call Off Agreement, the Supplier shall, at its own cost, without delay, replace any Goods that are not operational with goods of the same type and upon the same terms as the original Goods.

9.13.5 All replacement parts fitted to the Goods and all substitutions for the Goods shall remain the property of the Supplier.

9.13.6 Clause 9.13.5 shall not apply to upgrades or improvements to the Goods made in accordance with Clause 9.14.

9.13.7 The Supplier shall be entitled to inspect the Goods at any time having given reasonable notice to the Customer.

9.14 Upgrades and Improvements

9.14.1 At any time the Customer may upgrade or improve the Goods by replacing component parts (but not the Goods in their entirety) with new or used parts

or by installing new software with the prior written consent of the Supplier (such consent not to be unreasonably withheld or delayed).

9.14.2 If the Customer upgrades or improves the Goods by replacing component parts of the Goods with new or used component parts or by installing software, such upgrades or improvements shall belong to the Customer and the Customer shall have the option to remove any such replacement parts, or uninstall any software that it has installed, before the Supplier collects the Goods on expiry or earlier termination of the Call Off Contract provided that the removal of such replacement parts shall not damage the Goods and the Customer shall:

- (a) reinstate the original component parts or re-install the original software; or
- (b) substitute component parts or install software (where possible from the same manufacturer) reasonably similar to the removed component parts or software; or
- (c) offer for acceptance by the Supplier in substitution for the removed parts or uninstalled software (such acceptance not to be unreasonably withheld or delayed) any component parts or software used in upgrading or improving the Goods.

10. INSTALLATION WORKS

10.1 Unless otherwise indicated in the Call Off Order Form, the Charges shall include the cost of installing the Goods to ensure that the Goods are fit for purpose for use by the Customer.

10.2 The Supplier shall carry out the Installation Works in good workmanship manner and in accordance with Good Industry Practice and shall notify the Customer when the Installation Works have been carried out. The Customer shall inspect the Installation Works and shall either:

10.2.1 accept the Installation Works, or

10.2.2 reject the Installation Works and provide reasons to the Supplier if, in the Customer's reasonable opinion, the Installation Works do not meet the requirements set out in the Call Off Order Form (or elsewhere in this Call Off Contract).

10.3 If the Customer rejects the Installation Works in accordance with Clause 10.1, the Supplier shall immediately rectify or remedy any defects and if, in the Customer's reasonable opinion, the Installation Works do not, within five (5) Working Days of such rectification or remedy, meet the requirements set out in the Call Off Order Form (or elsewhere in this Call Off Contract), the Customer may terminate this Call Off Contract for material Default.

10.4 The Supplier shall make no delivery of materials, equipment or other things nor commence any work on the Customer's Premises without obtaining prior Approval.

10.5 Access to the Customer's Premises shall not be exclusive to the Supplier but shall be limited to such Supplier Personnel and Supplier's Sub-contractors as are necessary to enable the performance of the Call Off Agreement concurrently with the execution of work by others. The Supplier shall co-operate with such others as the Customer may reasonably require.

- 10.6 Where any access to the Customer's Premises is necessary in connection with delivery or installation, the Supplier and the Supplier's Personnel and Sub-contractors shall at all times comply with the reasonable requirements of the Customer's security procedures as notified to the Supplier from time to time.
- 10.7 Throughout the Call Off Contract Period, the Supplier shall have at all times all licences, approvals and consents necessary to enable the Supplier and the Supplier Personnel to carry out the Installation Works.

11. STANDARDS AND QUALITY

- 11.1 The Supplier shall at all times during the Call Off Contract Period comply with the Standards and maintain, where applicable, accreditation with the relevant Standards' authorisation body.
- 11.2 If so required by the Customer in the Call Off Order Form, the Supplier shall develop, in the timescales specified in the Call Off Order Form, quality plans that ensure that all aspects of the Goods and/or Services 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**").
- 11.3 The Supplier shall seek Approval (the decision of the Customer to Approve or not shall not be unreasonably withheld or delayed) of the Quality Plans before implementing them. The Supplier acknowledges and accepts that Approval shall not act as an endorsement of the Quality Plans and shall not relieve the Supplier of its responsibility for ensuring that the Goods and/or Services are provided to the standard required by this Call Off Contract.
- 11.4 Throughout the Call Off Contract Period, the Parties shall notify each other of any new or emergent standards which could affect the Supplier's provision, or the receipt by the Customer, of the Goods and/or Services. The adoption of any such new or emergent standard, or changes to existing Standards (including any specified in the Call Off Order Form), shall be agreed in accordance with the Variation Procedure.
- 11.5 Where a new or emergent standard is to be developed or introduced by the Customer, the Supplier shall be responsible for ensuring that the potential impact on the Supplier's provision, or the Customer's receipt of the Goods and/or Services is explained to the Customer (within a reasonable timeframe), prior to the implementation of the new or emergent Standard.
- 11.6 Where Standards referenced conflict with each other or with best professional or industry practice adopted after the Call Off Commencement Date, then the later Standard or best practice shall be adopted by the Supplier. Any such alteration to any Standard or Standards shall require Approval (and the written consent of the Customer where the relevant Standard or Standards is/are included in Framework Schedule 2 (Goods and/or Services and Key Performance Indicators) and shall be implemented within an agreed timescale.
- 11.7 Following the approval by the Customer of the Quality Plans:
- 11.7.1 the Supplier shall implement all Deliverables in accordance with the Quality Plans; and
- 11.7.2 any Variation to the Quality Plans shall be agreed in accordance with the Variation Procedure.
- 11.8 The Supplier shall ensure that the Supplier Personnel shall at all times during the Call Off Contract Period:

- 11.8.1 be appropriately experienced, qualified and trained to supply the Goods and/or Services in accordance with this Call Off Contract;
 - 11.8.2 apply all due skill, care, diligence in faithfully performing those duties and exercising such powers as necessary in connection with the provision of the Good and/or Services; and
 - 11.8.3 obey all lawful instructions and reasonable directions of the Customer (including, if so required by the Customer, the ICT Policy) and provide the Goods and/or Services to the reasonable satisfaction of the Customer.
- 11.9 Where a standard, policy or document is referred to by reference to a hyperlink, then if the hyperlink is changed or no longer provides access to the relevant standard, policy or document, the Supplier shall notify the Customer and the Parties shall agree the impact of such change.

12. TESTING

- 12.1 This Clause 12 shall apply if so specified by the Customer in the Call Off Order Form.
- 12.2 The Parties shall comply with any provisions set out in Call Off Schedule 5 (Testing).

13. SERVICE LEVELS AND SERVICE CREDITS

- 13.1 This Clause 13 shall apply where the Customer has specified Service Levels and Service Credits in the Call Off Order Form. Where the Customer has specified Service Levels but not Service Credits, only sub-clauses 13.2, 13.3 and 13.7 shall apply.
- 13.2 When this Clause 13.2 applies, the Parties shall also comply with the provisions of Part A (Service Levels and Service Credits) of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring).
- 13.3 The Supplier shall at all times during the Call Off Contract Period provide the Goods and/or Services to meet or exceed the Service Level Performance Measure for each Service Level Performance Criterion.
- 13.4 The Supplier acknowledges that any Service Level Failure may have a material adverse impact on the business and operations of the Customer and that it shall entitle the Customer to the rights set out in Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring) including the right to any Service Credits.
- 13.5 The Supplier acknowledges and agrees that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Customer as a result of the Supplier's failure to meet any Service Level Performance Measure.
- 13.6 A Service Credit shall be the Customer's exclusive financial remedy for a Service Level Failure except where:
 - 13.6.1 the Supplier has over the previous (twelve) 12 Month period accrued Service Credits in excess of the Service Credit Cap;
 - 13.6.2 the Service Level Failure:
 - (a) exceeds the relevant Service Level Threshold;
 - (b) has arisen due to a Prohibited Act or wilful Default by the Supplier or any Supplier Personnel; and

(c) results in:

- (i) the corruption or loss of any Customer Data (in which case the remedies under Clause 34.3.8 (Protection of Customer Data) shall also be available); and/or
- (ii) the Customer being required to make a compensation payment to one or more third parties; and/or

13.6.3 the Customer is otherwise entitled to or does terminate this Call Off Contract pursuant to Clause 41 (Customer Termination Rights) except Clause 41.7 (Termination Without Cause).

13.7 Not more than once in each Call Off Contract Year, the Customer 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 Level Performance Criteria and the Supplier shall not be entitled to object to, or increase the Call Off Contract Charges as a result of such changes, provided that:

13.7.1 the total number of Service Level Performance Criteria for which the weighting is to be changed does not exceed the number set out, for the purposes of this clause, in the Call Off Order Form;

13.7.2 the principal purpose of the change is to reflect changes in the Customer's business requirements and/or priorities or to reflect changing industry standards; and

13.7.3 there is no change to the Service Credit Cap.

14. CRITICAL SERVICE LEVEL FAILURE

14.1 This Clause 14 shall apply if the Customer has specified both Service Credits and Critical Service Level Failure in the Call Off Order Form.

14.2 On the occurrence of a Critical Service Level Failure:

14.2.1 any Service Credits that would otherwise have accrued during the relevant Month shall not accrue; and

14.2.2 the Customer shall (subject to the Service Credit Cap set out in Clause 36.2.1(a) (Financial Limits)) be entitled to withhold and retain as compensation for the Critical Service Level Failure a sum equal to any Call Off Contract Charges which would otherwise have been due to the Supplier in respect of that Month ("**Compensation for Critical Service Level Failure**"),

provided that the operation of this Clause 14.2 shall be without prejudice to the right of the Customer to terminate this Call Off Contract and/or to claim damages from the Supplier for material Default as a result of such Critical Service Level Failure.

14.3 The Supplier:

14.3.1 agrees that the application of Clause 14.2 is commercially justifiable where a Critical Service Level Failure occurs; and

14.3.2 acknowledges that it has taken legal advice on the application of Clause 14.2 and has had the opportunity to price for that risk when calculating the Call Off Contract Charges.

15. BUSINESS CONTINUITY AND DISASTER RECOVERY

15.1 This Clause 15 shall apply if the Customer has so specified in the Call Off Order Form.

15.2 The Parties shall comply with the provisions of Call Off Schedule 8 (Business Continuity and Disaster Recovery).

16. DISRUPTION

16.1 The Supplier shall take reasonable care to ensure that in the performance of its obligations under this Call Off Contract it does not disrupt the operations of the Customer, its employees or any other contractor employed by the Customer.

16.2 The Supplier shall immediately inform the Customer of any actual or potential industrial action, whether such action be by the Supplier Personnel or others, which affects or might affect the Supplier's ability at any time to perform its obligations under this Call Off Contract.

16.3 In the event of industrial action by the Supplier Personnel, the Supplier shall seek Approval to its proposals for the continuance of the supply of the Goods and/or Services in accordance with its obligations under this Call Off Contract.

16.4 If the Supplier's proposals referred to in Clause 16.3 are considered insufficient or unacceptable by the Customer acting reasonably then the Customer may terminate this Call Off Contract for material Default.

16.5 If the Supplier is temporarily unable to fulfil the requirements of this Call Off Contract owing to disruption of normal business solely due to a Customer Cause, then subject to Clause 17 (Supplier Notification of Customer Cause), an appropriate allowance by way of an extension of time will be Approved by the Customer. In addition, the Customer will reimburse any additional expense reasonably incurred by the Supplier as a direct result of such disruption.

17. SUPPLIER NOTIFICATION OF CUSTOMER CAUSE

17.1 Without prejudice to any other obligations of the Supplier in this Call Off Contract to notify the Customer in respect of a specific Customer Cause (including the notice requirements under Clause 42.1.1 (Termination on Customer Cause for Failure to Pay)), the Supplier shall:

17.1.1 notify the Customer as soon as reasonably practicable ((and in any event within two (2) Working Days of the Supplier becoming aware)) that a Customer Cause has occurred or is reasonably likely to occur, giving details of:

- (a) the Customer Cause and its effect, or likely effect, on the Supplier's ability to meet its obligations under this Call Off Contract; and
- (b) any steps which the Customer can take to eliminate or mitigate the consequences and impact of such Customer Cause; and
- (c) use all reasonable endeavours to eliminate or mitigate the consequences and impact of a Customer Cause, including any Losses that the Supplier may incur and the duration and consequences of any Delay or anticipated Delay.

18. CONTINUOUS IMPROVEMENT

- 18.1 The Supplier shall have an ongoing obligation throughout the Call Off Contract Period to identify new or potential improvements to the provision of the Goods and/or Services in accordance with this Clause 18 with a view to reducing the Customer's costs (including the Call Off Contract Charges) and/or improving the quality and efficiency of the Goods and/or Services and their supply to the Customer. As part of this obligation the Supplier shall identify and report to the Customer once every twelve (12) months:
- 18.1.1 the emergence of new and evolving relevant technologies which could improve the ICT Environment, Sites and/or the provision of the Goods and/or Services, and those technological advances potentially available to the Supplier and the Customer which the Parties may wish to adopt;
 - 18.1.2 new or potential improvements to the provision of the Goods and/or Services including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support goods and/or services in relation to the Goods and/or Services;
 - 18.1.3 changes in business processes and ways of working that would enable the Goods and/or Services to be provided at lower costs and/or at greater benefits to the Customer; and/or
 - 18.1.4 changes to the ICT Environment, Sites, business processes and ways of working that would enable reductions in the total energy consumed annually in the provision of the Goods and/or Services.
- 18.2 The Supplier shall ensure that the information that it provides to the Customer shall be sufficient for the Customer to decide whether any improvement should be implemented. The Supplier shall provide any further information that the Customer requests.
- 18.3 If the Customer wishes to incorporate any improvement identified by the Supplier, the Customer shall request a Variation in accordance with the Variation Procedure and the Supplier shall implement such Variation at no additional cost to the Customer.

D. CALL OFF CONTRACT GOVERNANCE

19. PERFORMANCE MONITORING

- 19.1 The Supplier shall comply with the monitoring requirements set out in Part B (Performance Monitoring) of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring).

20. REPRESENTATIVES

- 20.1 Each Party shall have a representative for the duration of this Call Off Contract who shall have the authority to act on behalf of their respective Party on the matters set out in, or in connection with, this Call Off Contract.
- 20.2 The initial Supplier Representative shall be the person named as such in the Call Off Order Form. Any change to the Supplier Representative shall be agreed in accordance with Clause 27 (Supplier Personnel).
- 20.3 If the initial Customer Representative is not specified in the Call Off Order Form, the Customer shall notify the Supplier of the identity of the initial Customer Representative within five (5) Working Days of the Call Off Commencement Date. The Customer may, by written notice to the Supplier, revoke or amend the authority of the Customer Representative or appoint a new Customer Representative.

21. RECORDS, AUDIT ACCESS AND OPEN BOOK DATA

21.1 The Supplier shall keep and maintain for seven (7) years after the Call Off Expiry Date (or as long a period as may be agreed between the Parties), full and accurate records and accounts of the operation of this Call Off Contract including the Goods and/or Services provided under it, any Sub-Contracts and the amounts paid by the Customer.

21.2 The Supplier shall:

21.2.1 keep the records and accounts referred to in Clause 21.1 in accordance with Good Industry Practice and Law; and

21.2.2 afford any Auditor access to the records and accounts referred to in Clause 21.1 at the Supplier's premises and/or provide records and accounts (including copies of the Supplier's published accounts) or copies of the same, as may be required by any of the Auditors from time to time during the Call Off Contract Period and the period specified in Clause 21.1, in order that the Auditor(s) may carry out an inspection to assess compliance by the Supplier and/or its Sub-Contractors of any of the Supplier's obligations under this Call Off Contract including in order to:

- (a) verify the accuracy of the Call Off Contract Charges and any other amounts payable by the Customer under this Call Off Contract (and proposed or actual variations to them in accordance with this Call Off Contract);
- (b) verify the costs of the Supplier (including the costs of all Sub-Contractors and any third party suppliers) in connection with the provision of the Goods and/or Services;
- (c) verify the Open Book Data;
- (d) verify the Supplier's and each Sub-Contractor's compliance with the applicable Law;
- (e) identify or investigate an actual or suspected Prohibited Act, impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Customer shall have no obligation to inform the Supplier of the purpose or objective of its investigations;
- (f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, the Framework Guarantor and/or the Call Off Guarantor and/or any Sub-Contractors or their ability to perform the Goods and/or Services;
- (g) obtain such information as is necessary to fulfil the Customer's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;
- (h) review any books of account and the internal contract management accounts kept by the Supplier in connection with this Call Off Contract;
- (i) carry out the Customer's internal and statutory audits and to prepare, examine and/or certify the Customer's annual and interim reports and accounts;

- (j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Customer has used its resources;
- (k) review any Performance Monitoring Reports provided under Part B of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring) and/or other records relating to the Supplier's performance of the provision of the Goods and/or Services and to verify that these reflect the Supplier's own internal reports and records;
- (l) verify the accuracy and completeness of any information delivered or required by this Call Off Contract;
- (m) inspect the ICT Environment (or any part of it) and the wider service delivery environment (or any part of it);
- (n) review any records created during the design and development of the Supplier System and pre-operational environment such as information relating to Testing;
- (o) review the Supplier's quality management systems (including all relevant Quality Plans and any quality manuals and procedures);
- (p) review the Supplier's compliance with the Standards;
- (q) inspect the Customer Assets, including the Customer's IPRs, equipment and facilities, for the purposes of ensuring that the Customer Assets are secure and that any register of assets is up to date; and/or
- (r) review the integrity, confidentiality and security of the Customer Data.

21.3 The Customer shall use reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier or delay the provision of the Goods and/or Services save insofar as the Supplier accepts and acknowledges that control over the conduct of audits carried out by the Auditor(s) is outside of the control of the Customer.

21.4 Subject to the Supplier's rights in respect of Confidential Information, the Supplier shall on demand provide the Auditor(s) with all reasonable co-operation and assistance in:

21.4.1 all reasonable information requested by the Customer within the scope of the audit;

21.4.2 reasonable access to sites controlled by the Supplier and to any Supplier Equipment used in the provision of the Goods and/or Services; and

21.4.3 access to the Supplier Personnel.

21.5 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause 21, unless the audit reveals a Default by the Supplier in which case the Supplier shall reimburse the Customer for the Customer's reasonable costs incurred in relation to the audit.

22. CHANGE

22.1 Variation Procedure

22.1.1 Subject to the provisions of this Clause 22 and of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing), either Party may request a variation to this Call Off Contract provided that such variation does not amount to a material change of this Call Off Contract within the meaning of the Regulations and the Law. Such a change once implemented is hereinafter called a "**Variation**".

22.1.2 A Party may request a Variation by completing, signing and sending the Variation Form to the other Party giving sufficient information for the receiving Party to assess the extent of the proposed Variation and any additional cost that may be incurred.

22.1.3 Where the Customer has so specified on receipt of a Variation Form from the Supplier, the Supplier shall carry out an impact assessment of the Variation on the Goods and/or Services (the "**Impact Assessment**"). The Impact Assessment shall be completed in good faith and shall include:

- (a) details of the impact of the proposed Variation on the Goods and/or Services and the Supplier's ability to meet its other obligations under this Call Off Contract;
- (b) details of the cost of implementing the proposed Variation;
- (c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Call Off Contract Charges, any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;
- (d) a timetable for the implementation, together with any proposals for the testing of the Variation; and
- (e) such other information as the Customer may reasonably request in (or in response to) the Variation request.

22.1.4 The Parties may agree to adjust the time limits specified in the Variation Form to allow for the preparation of the Impact Assessment.

22.1.5 Subject to 22.1.4, the receiving Party shall respond to the request within the time limits specified in the Variation Form. Such time limits shall be reasonable and ultimately at the discretion of the Customer having regard to the nature of the Goods and/or Services and the proposed Variation.

22.1.6 In the event that:

- (a) the Supplier is unable to agree to or provide the Variation; and/or
- (b) the Parties are unable to agree a change to the Call Off Contract Charges that may be included in a request of a Variation or response to it as a consequence thereof,

the Customer may:

- (i) agree to continue to perform its obligations under this Call Off Contract without the Variation; or
- (ii) terminate this Call Off Contract with immediate effect, except where the Supplier has already fulfilled part or all of the provision of the Goods and/or Services in accordance with this Call Off Contract or where the Supplier can show evidence of substantial work being

carried out to provide the Goods and/or Services under this Call Off Contract, and in such a case the Parties shall attempt to agree upon a resolution to the matter. Where a resolution cannot be reached, the matter shall be dealt with under the Dispute Resolution Procedure.

22.1.7 If the Parties agree the Variation, the Supplier shall implement such Variation and be bound by the same provisions so far as is applicable, as though such Variation was stated in this Call Off Contract.

22.2 Legislative Change

22.2.1 The Supplier shall neither be relieved of its obligations under this Call Off Contract nor be entitled to an increase in the Call Off Contract Charges as the result of a:

- (a) General Change in Law;
- (b) Specific Change in Law where the effect of that Specific Change in Law on the Goods and/or Services is reasonably foreseeable at the Call Off Commencement Date.

22.2.2 If a Specific Change in Law occurs or will occur during the Call Off Contract Period (other than as referred to in Clause 22.2.1(b)), the Supplier shall:

- (a) notify the Customer as soon as reasonably practicable of the likely effects of that change including:
 - (i) whether any Variation is required to the provision of the Goods and/or Services, the Call Off Contract Charges or this Call Off Contract; and
 - (ii) whether any relief from compliance with the Supplier's obligations is required, including any obligation to Achieve a Milestone and/or to meet the Service Level Performance Measures; and
- (b) provide to the Customer with evidence:
 - (i) that the Supplier has minimised any increase in costs or maximised any reduction in costs, including in respect of the costs of its Sub-Contractors;
 - (ii) as to how the Specific Change in Law has affected the cost of providing the Goods and/or Services; and
 - (iii) demonstrating that any expenditure that has been avoided, for example which would have been required under the provisions of Clause 18 (Continuous Improvement), has been taken into account in amending the Call Off Contract Charges.

22.2.3 Any change in the Call Off Contract Charges or relief from the Supplier's obligations resulting from a Specific Change in Law (other than as referred to in Clause 22.2.1(b)) shall be implemented in accordance with the Variation Procedure.

E. PAYMENT, TAXATION AND VALUE FOR MONEY PROVISIONS

23. CALL OFF CONTRACT CHARGES AND PAYMENT

23.1 Call Off Contract Charges

- 23.1.1 In consideration of the Supplier carrying out its obligations under this Call Off Contract, including the provision of the Goods and/or Services, the Customer shall pay the undisputed Call Off Contract Charges in accordance with the pricing and payment profile and the invoicing procedure in Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing).
- 23.1.2 Except as otherwise provided, each Party shall bear its own costs and expenses incurred in respect of compliance with its obligations under Clauses 12 (Testing), 21 (Records, Audit Access and Open Book Data), 34.6 (Freedom of Information) and 34.7 (Protection of Personal Data).
- 23.1.3 If the Customer fails to pay any undisputed Call Off Contract Charges properly invoiced under this Call Off Contract, the Supplier shall have the right to charge interest on the overdue amount at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.
- 23.1.4 If at any time during this Call Off Contract Period the Supplier reduces its Framework Prices for any Goods and/or Services which are provided under the Framework Agreement (whether or not such Goods and/or Services are offered in a catalogue, if any, which is provided under the Framework Agreement) in accordance with the terms of the Framework Agreement, the Supplier shall immediately reduce the Call Off Contract Charges for such Goods and/or Services under this Call Off Contract by the same amount.

23.2 VAT

- 23.2.1 The Call Off Contract Charges are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Customer following delivery of a Valid Invoice.
- 23.2.2 The Supplier shall indemnify the Customer on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the Customer at any time (whether before or after the making of a demand pursuant to the indemnity hereunder) in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under this Call Off Contract. Any amounts due under Clause 23.2 (VAT) shall be paid in cleared funds by the Supplier to the Customer not less than five (5) Working Days before the date upon which the tax or other liability is payable by the Customer.

23.3 Retention and Set Off

- 23.3.1 The Customer may retain or set off any amount owed to it by the Supplier against any amount due to the Supplier under this Call Off Contract or under any other agreement between the Supplier and the Customer.
- 23.3.2 If the Customer wishes to exercise its right pursuant to Clause 23.3.1 it shall give notice to the Supplier within thirty (30) days of receipt of the relevant invoice, setting out the Customer's reasons for retaining or setting off the relevant Call Off Contract Charges.
- 23.3.3 The Supplier shall make any payments due to the Customer without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Supplier has obtained a sealed court order requiring an amount equal to such deduction to be paid by the Customer to the Supplier.

23.4 Foreign Currency

23.4.1 Any requirement of Law to account for the Goods and/or Services in any currency other than Sterling, (or to prepare for such accounting) instead of and/or in addition to Sterling, shall be implemented by the Supplier free of charge to the Customer.

23.4.2 The Customer shall provide all reasonable assistance to facilitate compliance with Clause 23.4.1 by the Supplier.

23.5 Income Tax and National Insurance Contributions

23.5.1 Where the Supplier or any Supplier Personnel are liable to be taxed in the UK or to pay national insurance contributions in respect of consideration received under this Call Off Contract, the Supplier shall:

- (a) at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, and the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to national insurance contributions, in respect of that consideration; and
- (b) indemnify the Customer against any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made (whether before or after the making of a demand pursuant to the indemnity hereunder) in connection with the provision of the Goods and/or Services by the Supplier or any Supplier Personnel.

23.5.2 In the event that any one of the Supplier Personnel is a Worker as defined in Call Off Schedule 1 (Definitions) who receives consideration relating to the Goods and/or Services, then, in addition to its obligations under Clause 23.5.1, the Supplier shall ensure that its contract with the Worker contains the following requirements:

- (a) that the Customer may, at any time during the Call Off Contract Period, request that the Worker provides information which demonstrates how the Worker complies with the requirements of Clause 23.5.1, or why those requirements do not apply to it. In such case, the Customer may specify the information which the Worker must provide and the period within which that information must be provided;
- (b) that the Worker's contract may be terminated at the Customer's request if:
 - (i) the Worker fails to provide the information requested by the Customer within the time specified by the Customer under Clause 23.5.2(a); and/or
 - (ii) the Worker provides information which the Customer considers is inadequate to demonstrate how the Worker complies with Clause 23.5.1 or confirms that the Worker is not complying with those requirements; and

- (c) that the Customer may supply any information it receives from the Worker to HMRC for the purpose of the collection and management of revenue for which they are responsible.

24. PROMOTING TAX COMPLIANCE

24.1 This Clause 24 shall apply if the Call Off Contract Charges payable under this Call Off Contract exceed or are likely to exceed five (5) million pounds during the Call Off Contract Period.

24.2 If, at any point during the Call Off Contract Period, an Occasion of Tax Non-Compliance occurs, the Supplier shall:

24.2.1 notify the Customer in writing of such fact within five (5) Working Days of its occurrence; and

24.2.2 promptly provide to the Customer:

- (a) details of the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and
- (b) such other information in relation to the Occasion of Tax Non-Compliance as the Customer may reasonably require.

24.3 In the event that the Supplier fails to comply with this Clause 24 and/or does not provide details of proposed mitigating factors which in the reasonable opinion of the Customer are acceptable, then the Customer reserves the right to terminate this Call Off Contract for material Default.

25. BENCHMARKING

25.1 Notwithstanding the Supplier's obligations under Clause 18 (Continuous Improvement), the Customer shall be entitled to regularly benchmark the Call Off Contract Charges and level of performance by the Supplier of the supply of the Goods and/or Services, against other suppliers providing goods and/or services substantially the same as the Goods and/or Services during the Call Off Contract Period.

25.2 The Customer, acting reasonably, shall be entitled to use any model to determine the achievement of value for money and to carry out the benchmarking evaluation referred to in Clause 25.1 above.

25.3 The Customer shall be entitled to disclose the results of any benchmarking of the Call Off Contract Charges and provision of the Goods and/or Services to the Authority and any Contracting Authority (subject to the Contracting Authority entering into reasonable confidentiality undertakings).

25.4 The Supplier shall use all reasonable endeavours and act in good faith to supply information required by the Customer in order to undertake the benchmarking and such information requirements shall be at the discretion of the Customer.

25.5 Where, as a consequence of any benchmarking carried out by the Customer, the Customer decides improvements to the Goods and/or Services should be implemented such improvements shall be implemented by way of the Variation Procedure at no additional cost to the Customer.

25.6 The benefit of any work carried out by the Supplier at any time during the Call Off Contract Period to update, improve or provide the Goods and/or Services, facilitate their delivery to any other Contracting Authority and/or any alterations or variations

to the Charges or the provision of the Goods and/or Services, which are identified in the Continuous Improvement Plan produced by the Supplier and/or as a consequence of any benchmarking carried out by the Authority pursuant to Framework Schedule 12 (Continuous Improvement and Benchmarking), shall be implemented by the Supplier in accordance with the Variation Procedure and at no additional cost to the Customer.

F. SUPPLIER PERSONNEL AND SUPPLY CHAIN MATTERS

26. KEY PERSONNEL

- 26.1 This Clause 26 shall apply where the Customer has specified Key Personnel in the Call Off Order Form.
- 26.2 The Call Off 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 Call Off Commencement Date.
- 26.3 The Supplier shall ensure that the Key Personnel fulfil the Key Roles at all times during the Call Off Contract Period.
- 26.4 The Customer 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 Personnel.
- 26.5 The Supplier shall not remove or replace any Key Personnel (including when carrying out its obligations under Call Off Schedule 9 (Exit Management) unless:
- 26.5.1 requested to do so by the Customer;
 - 26.5.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave;
 - 26.5.3 the person’s employment or contractual arrangement with the Supplier or a Sub-Contractor is terminated for material breach of contract by the employee; or
 - 26.5.4 the Supplier obtains the Customer’s prior written consent (such consent not to be unreasonably withheld or delayed).
- 26.6 The Supplier shall:
- 26.6.1 notify the Customer promptly of the absence of any Key Personnel (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);
 - 26.6.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
 - 26.6.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Personnel and, except in the cases of death, unexpected ill health or a material breach of the Key Personnel’s employment contract, this will mean at least three (3) Months’ notice;
 - 26.6.4 ensure that all arrangements for planned changes in Key Personnel provide adequate periods during which incoming and outgoing personnel work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Goods and/or Services; and
 - 26.6.5 ensure that any replacement for a Key Role:

- (a) has a level of qualifications and experience appropriate to the relevant Key Role; and
- (b) is fully competent to carry out the tasks assigned to the Key Personnel whom he or she has replaced.

26.6.6 shall and shall procure that any Sub-Contractor shall not remove or replace any Key Personnel during the Call Off Contract Period without Approval.

26.7 The Customer may require the Supplier to remove any Key Personnel that the Customer considers in any respect unsatisfactory. The Customer shall not be liable for the cost of replacing any Key Personnel.

27. SUPPLIER PERSONNEL

27.1 Supplier Personnel

27.1.1 The Supplier shall:

- (a) provide a list of the names of all Supplier Personnel requiring admission to Customer Premises, specifying the capacity in which they require admission and giving such other particulars as the Customer may reasonably require;
- (b) ensure that all Supplier Personnel:
 - (i) are appropriately qualified, trained and experienced to provide the Goods and/or Services with all reasonable skill, care and diligence;
 - (ii) are vetted in accordance with Good Industry Practice and, where applicable, the Security Policy and the Standards;
 - (iii) obey all lawful instructions and reasonable directions of the Customer (including, if so required by the Customer, the ICT Policy) and provide the Goods and/or Services to the reasonable satisfaction of the Customer; and
 - (iv) comply with all reasonable requirements of the Customer concerning conduct at the Customer Premises, including the security requirements set out in Call Off Schedule 7 (Security);
- (c) subject to Call Off Schedule 10 (Staff Transfer), retain overall control of the Supplier Personnel at all times so that the Supplier Personnel shall not be deemed to be employees, agents or contractors of the Customer;
- (d) be liable at all times for all acts or omissions of Supplier Personnel, so that any act or omission of a member of any Supplier Personnel which results in a Default under this Call Off Contract shall be a Default by the Supplier;
- (e) use all reasonable endeavours to minimise the number of changes in Supplier Personnel;
- (f) replace (temporarily or permanently, as appropriate) any Supplier Personnel as soon as practicable if any Supplier Personnel have been removed or are unavailable for any reason whatsoever;

- (g) bear the programme familiarisation and other costs associated with any replacement of any Supplier Personnel; and
- (h) procure that the Supplier Personnel shall vacate the Customer Premises immediately upon the Call Off Expiry Date.

27.1.2 If the Customer reasonably believes that any of the Supplier Personnel are unsuitable to undertake work in respect of this Call Off Contract, it may:

- (a) refuse admission to the relevant person(s) to the Customer Premises; and/or
- (b) direct the Supplier to end the involvement in the provision of the Goods and/or Services of the relevant person(s).

27.1.3 The decision of the Customer as to whether any person is to be refused access to the Customer Premises shall be final and conclusive.

27.2 Relevant Convictions

27.2.1 This sub-clause 27.2 shall apply if the Customer has specified Relevant Convictions in the Call Off Order Form.

27.2.2 The Supplier shall ensure that no person who discloses that he has a Relevant Conviction, or who is found to have any Relevant Convictions (whether as a result of a police check or through the procedure of the Disclosure and Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Goods and/or Services without Approval.

27.2.3 Notwithstanding Clause 27.2.2, for each member of Supplier Personnel who, in providing the Goods and/or Services, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Customer owes a special duty of care, the Supplier shall (and shall procure that the relevant Sub-Contractor shall):

- (a) carry out a check with the records held by the Department for Education (DfE);
- (b) conduct thorough questioning regarding any Relevant Convictions; and
- (c) ensure a police check is completed and such other checks as may be carried out through the Disclosure and Barring Service (DBS),

and the Supplier shall not (and shall ensure that any Sub-Contractor shall not) engage or continue to employ in the provision of the Goods and/or Services any person who has a Relevant Conviction or an inappropriate record.

28. STAFF TRANSFER

28.1 This Clause 28 and Call Off Schedule 10 (Staff Transfer) shall apply to Lots 2, 3, 4 and 5 under this Call Off Contract.

28.2 The Parties agree that :

28.2.1 where the commencement of the provision of the Services or any part of the Services results in one or more Relevant Transfers, Call Off Schedule 10 (Staff Transfer) shall apply as follows:

- (a) where the Relevant Transfer involves the transfer of Transferring Customer Employees, Part A of Call Off Schedule 10 (Staff Transfer) shall apply;
- (b) where the Relevant Transfer involves the transfer of Transferring Former Supplier Employees, Part B of Call Off Schedule 10 (Staff Transfer) shall apply;
- (c) where the Relevant Transfer involves the transfer of Transferring Customer Employees and Transferring Former Supplier Employees, Parts A and B of Call Off Schedule 10 (Staff Transfer) shall apply; and
- (d) Part C of Call Off Schedule 10 (Staff Transfer) shall not apply;

28.2.2 where commencement of the provision of the Services or a part of the Services does not result in a Relevant Transfer, Part C of Call Off Schedule 10 (Staff Transfer) shall apply and Parts A and B of Call Off Schedule 10 (Staff Transfer) shall not apply; and

28.2.3 Part D of Call Off Schedule 10 (Staff Transfer) shall apply on the expiry or termination of the Services or any part of the Services;

28.3 The Supplier shall both during and after the Call Off Contract Period indemnify the Customer against all Employee Liabilities that may arise as a result of any claims brought against the Customer by any person where such claim arises from any act or omission of the Supplier or any Supplier Personnel.

29. SUPPLY CHAIN RIGHTS AND PROTECTION

29.1 Appointment of Sub-Contractors

29.1.1 The Supplier shall exercise due skill and care in the selection of any Sub-Contractors to ensure that the Supplier is able to:

- (a) manage any Sub-Contractors in accordance with Good Industry Practice;
- (b) comply with its obligations under this Call Off Contract in the Delivery of the Goods and/or Services; and
- (c) assign, novate or otherwise transfer to the Customer or any Replacement Supplier any of its rights and/or obligations under each Sub-Contract that relates exclusively to this Call Off Contract.

29.1.2 Prior to sub-contacting any of its obligations under this Call Off Contract, the Supplier shall notify the Customer and provide the Customer with:

- (a) the proposed Sub-Contractor's name, registered office and company registration number;
- (b) the scope of any Goods and/or Services to be provided by the proposed Sub-Contractor; and
- (c) where the proposed Sub-Contractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the Customer that the proposed Sub-Contract has been agreed on "arm's-length" terms.

29.1.3 If requested by the Customer within ten (10) Working Days of receipt of the Supplier's notice issued pursuant to Clause 29.1.2, the Supplier shall also provide:

- (a) a copy of the proposed Sub-Contract; and
- (b) any further information reasonably requested by the Customer.

29.1.4 The Customer may, within ten (10) Working Days of receipt of the Supplier's notice issued pursuant to Clause 29.1.2 (or, if later, receipt of any further information requested pursuant to Clause 29.1.3), object to the appointment of the relevant Sub-Contractor if they consider that:

- (a) the appointment of a proposed Sub-Contractor may prejudice the provision of the Goods and/or Services or may be contrary to the interests respectively of the Customer under this Call Off Contract;
- (b) the proposed Sub-Contractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
- (c) the proposed Sub-Contractor employs unfit persons,

in which case, the Supplier shall not proceed with the proposed appointment.

29.1.5 If:

- (a) the Customer has not notified the Supplier that it objects to the proposed Sub-Contractor's appointment by the later of ten (10) Working Days of receipt of:
 - (i) the Supplier's notice issued pursuant to Clause 29.1.2; and
 - (ii) any further information requested by the Customer pursuant to Clause 29.1.3; and
- (b) the proposed Sub-Contract is not a Key Sub-Contract which shall require the written consent of the Authority and the Customer in accordance with Clause 29.2 (Appointment of Key Sub-Contractors).

the Supplier may proceed with the proposed appointment.

29.2 Appointment of Key Sub-Contractors

29.2.1 The Authority and the Customer have consented to the engagement of the Key Sub-Contractors listed in Framework Schedule 7 (Key Sub-Contractors).

29.2.2 Where the Supplier wishes to enter into a new Key Sub-Contract or replace a Key Sub-Contractor, it must obtain the prior written consent of the Authority and the Customer (the decision to consent or otherwise not to be unreasonably withheld or delayed). The Authority and/or the Customer may reasonably withhold its consent to the appointment of a Key Sub-Contractor if any of them considers that:

- (a) the appointment of a proposed Key Sub-Contractor may prejudice the provision of the Goods and/or Services or may be contrary to its interests;

- (b) the proposed Key Sub-Contractor is unreliable and/or has not provided reliable goods and/or reasonable services to its other customers; and/or
- (c) the proposed Key Sub-Contractor employs unfit persons.

29.2.3 Except where the Authority and the Customer have given their prior written consent under Clause 29.2.1, the Supplier shall ensure that each Key Sub-Contract shall include:

- (a) provisions which will enable the Supplier to discharge its obligations under this Call Off Contract;
- (b) a right under CRTPA for the Customer to enforce any provisions under the Key Sub-Contract which confer a benefit upon the Customer;
- (c) a provision enabling the Customer to enforce the Key Sub-Contract as if it were the Supplier;
- (d) a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to the Customer or any Replacement Supplier;
- (e) obligations no less onerous on the Key Sub-Contractor than those imposed on the Supplier under this Call Off Contract in respect of:
 - (i) data protection requirements set out in Clauses 34.1 (Security Requirements), 34.2 (Protection of Customer Data) and 34.7 (Protection of Personal Data);
 - (ii) FOIA requirements set out in Clause 34.6 (Freedom of Information);
 - (iii) the obligation not to embarrass the Customer or otherwise bring the Customer into disrepute set out in Clause 7.1.4(n) (Provision of Goods and/or Services);
 - (iv) the keeping of records in respect of the goods and/or services being provided under the Key Sub-Contract, including the maintenance of Open Book Data;
 - (v) the conduct of audits set out in Clause 21 (Records, Audit Access & Open Book Data);
- (f) provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on the Customer under Clauses 41 (Customer Termination Rights), 43 (Termination by Either Party) and 45 (Consequences of Expiry or Termination) of this Call Off Contract;
- (g) a provision restricting the ability of the Key Sub-Contractor to Sub-Contract all or any part of the provision of the Goods and/or Services provided to the Supplier under the Sub-Contract without first seeking the written consent of the Customer;

- (h) a provision, where a provision in Call Off Schedule 10 (Staff Transfer) imposes an obligation on the Supplier to provide an indemnity, undertaking or warranty, requiring the Key Sub-Contractor to provide such indemnity, undertaking or warranty to the Customer, Former Supplier or the Replacement Supplier as the case may be.

29.3 Supply Chain Protection

29.3.1 The Supplier shall ensure that all Sub-Contracts contain a provision:

- (a) requiring the Supplier to pay any undisputed sums which are due from it to the Sub-Contractor within a specified period not exceeding thirty (30) days from the receipt of a Valid Invoice;
- (b) requiring that any invoices submitted by a Sub-Contractor shall be considered and verified by the Supplier in a timely fashion and that undue delay in doing so shall not be sufficient justification for failing to regard an invoice as valid and undisputed;
- (c) requiring the Sub-Contractor to include in any Sub-Contract which it in turn awards suitable provisions to impose, as between the parties to that Sub-Contract, requirements to the same effect as those required by sub-clauses (a) and (b) directly above; and
- (d) conferring a right to the Customer to publish the Supplier's compliance with its obligation to pay undisputed invoices within the specified payment period.

29.3.2 The Supplier shall:

- (a) pay any undisputed sums which are due from it to a Sub-Contractor within thirty (30) days from the receipt of a Valid Invoice;
- (b) include within the Performance Monitoring Reports required under Part B of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring) a summary of its compliance with this Clause 29.3.2 (a), such data to be certified each quarter by a director of the Supplier as being accurate and not misleading.

29.3.3 Any invoices submitted by a Sub-Contractor to the Supplier shall be considered and verified by the Supplier in a timely fashion. Undue delay in doing so shall not be sufficient justification for the Supplier failing to regard an invoice as valid and undisputed.

29.3.4 Notwithstanding any provision of Clauses 34.4 (Confidentiality) and 35 (Publicity and Branding) if the Supplier notifies the Customer that the Supplier has failed to pay an undisputed Sub-Contractor's invoice within thirty (30) days of receipt, or the Customer otherwise discovers the same, the Customer shall be entitled to publish the details of the late or non-payment (including on government websites and in the press).

29.4 Termination of Sub-Contracts

29.4.1 The Customer may require the Supplier to terminate:

- (a) a Sub-Contract where:

- (i) the acts or omissions of the relevant Sub-Contractor have caused or materially contributed to the Customer's right of termination pursuant to any of the termination events in Clause 41 (Customer Termination Rights) except Clause 41.7 (Termination Without Cause); and/or
- (ii) the relevant Sub-Contractor or its Affiliates embarrassed the Customer or otherwise brought the Customer into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in the Customer, regardless of whether or not such act or omission is related to the Sub-Contractor's obligations in relation to the Goods and/or Services or otherwise; and/or
- (b) a Key Sub-Contract where there is a Change of Control of the relevant Key Sub-Contractor, unless:
 - (i) the Customer has given its prior written consent to the particular Change of Control, which subsequently takes place as proposed; or
 - (ii) the Customer has not served its notice of objection within six (6) months of the later of the date the Change of Control took place or the date on which the Customer was given notice of the Change of Control.

29.5 Competitive Terms

29.5.1 If the Customer is able to obtain from any Sub-Contractor or any other third party more favourable commercial terms with respect to the supply of any materials, equipment, software, goods or services used by the Supplier or the Supplier Personnel in the supply of the Goods and/or Services, then the Customer may:

- (a) require the Supplier to replace its existing commercial terms with its Sub-Contractor with the more favourable commercial terms obtained by the Customer in respect of the relevant item; or
- (b) subject to Clause 29.4 (Termination of Sub-Contracts), enter into a direct agreement with that Sub-Contractor or third party in respect of the relevant item.

29.5.2 If the Customer exercises the option pursuant to Clause 29.5.1, then the Call Off Contract Charges shall be reduced by an amount that is agreed in accordance with the Variation Procedure.

29.5.3 The Customer's right to enter into a direct agreement for the supply of the relevant items is subject to:

- (a) the Customer making the relevant item available to the Supplier where this is necessary for the Supplier to provide the Goods and/or Services; and
- (b) any reduction in the Call Off Contract Charges taking into account any unavoidable costs payable by the Supplier in respect of the substituted item, including in respect of any licence fees or early termination charges.

29.6 Retention of Legal Obligations

29.6.1 Notwithstanding the Supplier's right to Sub-Contract pursuant to Clause 29 (Supply Chain Rights and Protection), the Supplier shall remain responsible for all acts and omissions of its Sub-Contractors and the acts and omissions of those employed or engaged by the Sub-Contractors as if they were its own.

G. PROPERTY MATTERS

30. CUSTOMER PREMISES

30.1 Licence to occupy Customer Premises

30.1.1 Any Customer Premises shall be made available to the Supplier on a non-exclusive licence basis free of charge and shall be used by the Supplier solely for the purpose of performing its obligations under this Call Off Contract. The Supplier shall have the use of such Customer Premises as licensee and shall vacate the same immediately upon completion, termination, expiry or abandonment of this Call Off Contract and in accordance with Call Off Schedule 9 (Exit Management).

30.1.2 The Supplier shall limit access to the Customer Premises to such Supplier Personnel as is necessary to enable it to perform its obligations under this Call Off Contract and the Supplier shall co-operate (and ensure that the Supplier Personnel co-operate) with such other persons working concurrently on such Customer Premises as the Customer may reasonably request.

30.1.3 Save in relation to such actions identified by the Supplier in accordance with Clause 2 (Due Diligence) and set out in the Call Off Order Form (or elsewhere in this Call Off Contract), should the Supplier require modifications to the Customer Premises, such modifications shall be subject to Approval and shall be carried out by the Customer at the Supplier's expense. The Customer shall undertake any modification work which it approves pursuant to this Clause 30.1.3 without undue delay. Ownership of such modifications shall rest with the Customer.

30.1.4 The Supplier shall observe and comply with such rules and regulations as may be in force at any time for the use of such Customer Premises and conduct of personnel at the Customer Premises as determined by the Customer, and the Supplier shall pay for the full cost of making good any damage caused by the Supplier Personnel other than fair wear and tear. For the avoidance of doubt, damage includes without limitation damage to the fabric of the buildings, plant, fixed equipment or fittings therein.

30.1.5 The Parties agree that there is no intention on the part of the Customer to create a tenancy of any nature whatsoever in favour of the Supplier or the Supplier Personnel and that no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to this Call Off Contract, the Customer retains the right at any time to use any Customer Premises in any manner it sees fit.

30.2 Security of Customer Premises

30.2.1 The Customer shall be responsible for maintaining the security of the Customer Premises in accordance with the Security Policy. The Supplier shall comply with the Security Policy and any other reasonable security requirements of the Customer while on the Customer Premises.

30.2.2 The Customer shall afford the Supplier upon Approval (the decision to Approve or not will not be unreasonably withheld or delayed) an opportunity to inspect its physical security arrangements.

31. CUSTOMER PROPERTY

- 31.1 Where the Customer issues Customer Property free of charge to the Supplier such Customer Property shall be and remain the property of the Customer and the Supplier irrevocably licences the Customer and its agents to enter upon any premises of the Supplier during normal business hours on reasonable notice to recover any such Customer Property.
- 31.2 The Supplier shall not in any circumstances have a lien or any other interest on the Customer Property and at all times the Supplier shall possess the Customer Property as fiduciary agent and bailee of the Customer.
- 31.3 The Supplier shall take all reasonable steps to ensure that the title of the Customer to the Customer Property and the exclusion of any such lien or other interest are brought to the notice of all Sub-Contractors and other appropriate persons and shall, at the Customer's request, store the Customer Property separately and securely and ensure that it is clearly identifiable as belonging to the Customer.
- 31.4 The Customer Property shall be deemed to be in good condition when received by or on behalf of the Supplier unless the Supplier notifies the Customer otherwise within five (5) Working Days of receipt.
- 31.5 The Supplier shall maintain the Customer Property in good order and condition (excluding fair wear and tear) and shall use the Customer Property solely in connection with this Call Off Contract and for no other purpose without Approval.
- 31.6 The Supplier shall ensure the security of all the Customer Property whilst in its possession, either on the Sites or elsewhere during the supply of the Goods and/or Services, in accordance with the Customer's Security Policy and the Customer's reasonable security requirements from time to time.
- 31.7 The Supplier shall be liable for all loss of, or damage to the Customer Property, (excluding fair wear and tear), unless such loss or damage was solely caused by a Customer Cause. The Supplier shall inform the Customer immediately of becoming aware of any defects appearing in or losses or damage occurring to the Customer Property.

32. SUPPLIER EQUIPMENT

- 32.1 Unless otherwise stated in the Call Off Order Form (or elsewhere in this Call Off Contract), the Supplier shall provide all the Supplier Equipment necessary for the provision of the Goods and/or Services.
- 32.2 The Supplier shall not deliver any Supplier Equipment nor begin any work on the Customer Premises without obtaining Approval.
- 32.3 The Supplier shall be solely responsible for the cost of carriage of the Supplier Equipment to the Sites and/or any Customer Premises, including its off-loading, removal of all packaging and all other associated costs. Likewise on the Call Off Expiry Date the Supplier shall be responsible for the removal of all relevant Supplier Equipment from the Sites and/or any Customer Premises, including the cost of packing, carriage and making good the Sites and/or the Customer Premises following removal.
- 32.4 All the Supplier's property, including Supplier Equipment, shall remain at the sole risk and responsibility of the Supplier, except that the Customer shall be liable for

loss of or damage to any of the Supplier's property located on Customer Premises which is due to the negligent act or omission of the Customer.

- 32.5 Subject to any express provision of the BCDR Plan to the contrary, the loss or destruction for any reason of any Supplier Equipment shall not relieve the Supplier of its obligation to supply the Goods and/or Services in accordance with this Call Off Contract, including the Service Level Performance Measures.
- 32.6 The Supplier shall maintain all Supplier Equipment within the Sites and/or the Customer Premises in a safe, serviceable and clean condition.
- 32.7 The Supplier shall, at the Customer's written request, at its own expense and as soon as reasonably practicable:
- 32.7.1 remove from the Customer Premises any Supplier Equipment or any component part of Supplier Equipment which in the reasonable opinion of the Customer is either hazardous, noxious or not in accordance with this Call Off Contract; and
 - 32.7.2 replace such Supplier Equipment or component part of Supplier Equipment with a suitable substitute item of Supplier Equipment.
- 32.8 For the purposes of this Clause 32.8, 'X' shall be the number of Service Failures, and 'Y' shall be the period in months, as respectively specified for 'X' and 'Y' in the Call Off Order Form. If this Clause 32.8 has been specified to apply in the Call Off Order Form, and there are no values specified for 'X' and/or 'Y', in default, 'X' shall be two (2) and 'Y' shall be twelve (12). Where a failure of Supplier Equipment or any component part of Supplier Equipment causes X or more Service Failures in any Y Month period, the Supplier shall notify the Customer in writing and shall, at the Customer's request (acting reasonably), replace such Supplier Equipment or component part thereof at its own cost with a new item of Supplier Equipment or component part thereof (of the same specification or having the same capability as the Supplier Equipment being replaced).

MAINTENANCE OF THE ICT ENVIRONMENT

- 32.9 If specified by the Customer in the Order Form, the Supplier shall create and maintain a rolling schedule of planned maintenance to the ICT Environment ("**Maintenance Schedule**").
- 32.10 The Supplier shall provide to the Customer a draft Maintenance Schedule for Approval within such period of time and in accordance with any other instructions of the Customer as specified in the Call Off Order Form.
- 32.11 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.
- 32.12 The Supplier shall give as much notice as is reasonably practicable to the Customer prior to carrying out any Emergency Maintenance.
- 32.13 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 Goods and/or Services.

H. INTELLECTUAL PROPERTY AND INFORMATION

33. INTELLECTUAL PROPERTY RIGHTS

33.1 Allocation of title to IPR

33.1.1 Save as expressly granted elsewhere under this Call Off Contract:

- (a) the Customer shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Supplier or its licensors, including:
 - (i) the Supplier Background IPR;
 - (ii) the Third Party IPR; and
 - (iii) the Project Specific IPR.
- (b) the Supplier shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Customer or its licensors, including the:
 - (i) Customer Background IPR; and
 - (ii) Customer Data.

33.1.2 Where either Party acquires, by operation of Law, title to Intellectual Property Rights that is inconsistent with the allocation of title set out in Clause 33.1, it shall assign in writing such Intellectual Property Rights as it has acquired to the other Party on the request of the other Party (whenever made).

33.1.3 Neither Party shall have any right to use any of the other Party's names, logos or trade marks on any of its products or services without the other Party's prior written consent.

33.2 Licence granted by the Supplier: Project Specific IPR

33.2.1 The Supplier hereby grants to the Customer, or shall procure the direct grant to the Customer of, a perpetual, royalty-free, irrevocable, non-exclusive licence to use the Project Specific IPR including but not limited to the right to copy, adapt, publish and distribute such Project Specific IPR.

33.3 Licence granted by the Supplier: Supplier Background IPR

33.3.1 The Supplier hereby grants to the Customer a perpetual, royalty-free and non-exclusive licence to use the Supplier Background IPR for any purpose relating to the Goods and/or Services (or substantially equivalent goods and/or services) or for any purpose relating to the exercise of the Customer's (or, if the Customer is a Central Government Body, any other Central Government Body's) business or function.

33.3.2 At any time during the Call Off Contract Period or following the Call Off Expiry Date, the Supplier may terminate a licence granted in respect of the Supplier Background IPR under Clause 33.1, by giving thirty (30) days' notice in writing (or such other period as agreed by the Parties) if there is a Customer Cause which constitutes a material breach of the terms of 33.3.1 which, if the breach is capable of remedy, is not remedied within twenty (20) Working Days after the Supplier gives the Customer written notice specifying the breach and requiring its remedy.

33.3.3 In the event the licence of the Supplier Background IPR is terminated pursuant to Clause 33.3.2, the Customer shall:

- (a) immediately cease all use of the Supplier Background IPR;

- (b) at the discretion of the Supplier, return or destroy documents and other tangible materials that contain any of the Supplier Background IPR, provided that if the Supplier has not made an election within six (6) Months of the termination of the licence, the Customer may destroy the documents and other tangible materials that contain any of the Supplier Background IPR; and
- (c) ensure, so far as reasonably practicable, that any Supplier Background IPR that is held in electronic, digital or other machine-readable form ceases to be readily accessible (other than by the information technology staff of the Customer) from any computer, word processor, voicemail system or any other device containing such Supplier Background IPR.

33.4 Customer's right to sub-license

33.4.1 The Customer shall be freely entitled to sub-license the rights granted to it pursuant to Clause 33.2 (Licence granted by the Supplier: Project Specific IPR).

33.4.2 The Customer may sub-license:

- (a) the rights granted under Clause 33.3 (Licence granted by the Supplier: Supplier Background IPR) to a third party (including for the avoidance of doubt, any Replacement Supplier) provided that:
 - (i) the sub-license is on terms no broader than those granted to the Customer; and
 - (ii) the sub-license only authorises the third party to use the rights licensed in Clause 33.3 (Licence granted by the Supplier: Supplier Background IPR) for purposes relating to the Goods and/or Services (or substantially equivalent goods and/or services) or for any purpose relating to the exercise of the Customer's (or, if the Customer is a Central Government Body, any other Central Government Body's) business or function; and
- (b) the rights granted under Clause 33.3 (Licence granted by the Supplier: Supplier Background IPR) to any Approved Sub-Licensee to the extent necessary to use and/or obtain the benefit of the Project Specific IPR provided that the sub-license is on terms no broader than those granted to the Customer.

33.5 Customer's right to assign/novate licences

33.5.1 The Customer shall be freely entitled to assign, novate or otherwise transfer its rights and obligations under the licence granted to it pursuant to Clause 33.2 (Licence granted by the Supplier: Project Specific IPR).

33.5.2 The Customer may assign, novate or otherwise transfer its rights and obligations under the licence granted pursuant to Clause 33.3 (Licence granted by the Supplier: Supplier Background IPR) to:

- (a) a Central Government Body; or
- (b) 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 Customer.

- 33.5.3 Where the Customer is a Central Government Body, any change in the legal status of the Customer which means that it ceases to be a Central Government Body shall not affect the validity of any licence granted in Clause 33.2 (Licence granted by the Supplier: Project Specific IPR) and/or Clause 33.3 (Licences granted by the Supplier: Supplier Background IPR). If the Customer ceases to be a Central Government Body, the successor body to the Customer shall still be entitled to the benefit of the licences granted in Clause 33.2 (Licence granted by the Supplier: Project Specific IPR) and Clause 33.3 (Licence granted by the Supplier: Supplier Background IPR).
- 33.5.4 If a licence granted in Clause 33.2 (Licence granted by the Supplier: Project Specific IPR) and/or Clause 33.3 (Licence granted by the Supplier: Supplier Background IPR) is novated under Clauses 33.5.1. and/or 33.5.2. **Error! Reference source not found.** or there is a change of the Customer's status pursuant to Clause 33.5.3. (both such bodies being referred to as the "**Transferee**"), the rights acquired by the Transferee shall not extend beyond those previously enjoyed by the Customer.

33.6 Third Party IPR

- 33.6.1 The Supplier shall procure that the owners or the authorised licensors of any Third Party IPR grant a direct licence to the Customer on terms at least equivalent to those set out in Clause 33.3. (Licence granted by the Supplier: Supplier Background IPR) and Clause 33.5 (Customer's right to assign/novate licences). If the Supplier cannot obtain for the Customer a licence materially in accordance with the licence terms set out in Clause 33.3. (Licences granted by the Supplier: Supplier Background IPR) and Clause 33.5 (Customer's right to assign/novate licences) in respect of any such Third Party IPR, the Supplier shall:
- (a) notify the Customer in writing giving details of what licence terms can be obtained from the relevant third party and whether there are alternative providers which the Supplier could seek to use; and
 - (b) only use such Third Party IPR if the Customer Approves the terms of the licence from the relevant third party.

33.7 Licence granted by the Customer

- 33.7.1 The Customer hereby grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Call Off Contract Period to use the Customer Background IPR and the Customer Data solely to the extent necessary for providing the Goods and/or Services in accordance with this Call Off Contract, including (but not limited to) the right to grant sub-licences to Sub-Contractors provided that:
- (a) any relevant Sub-Contractor has entered into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 34.4 (Confidentiality); and
 - (b) the Supplier shall not without Approval use the licensed materials for any other purpose or for the benefit of any person other than the Customer.

33.8 Termination of licenses

- 33.8.1 Subject to Clause 33.3 (Licence granted by the Supplier: Supplier Background IPR), all licences granted pursuant to Clause 33 (Intellectual Property Rights) (other than those granted pursuant to Clause 33.6 (Third Party IPR) and 33.7 (Licence granted by the Customer)) shall survive the Call Off Expiry Date.
- 33.8.2 The Supplier shall, if requested by the Customer in accordance with Call Off Schedule 9 (Exit Management), grant (or procure the grant) to the Replacement Supplier of a licence to use any Supplier Background IPR and/or Third Party IPR on terms equivalent to those set out in Clause 33.3 (Licence granted by the Supplier: Supplier Background IPR) subject to the Replacement Supplier entering into reasonable confidentiality undertakings with the Supplier.
- 33.8.3 The licence granted pursuant to Clause 33.7 (Licence granted by the Customer) and any sub-licence granted by the Supplier in accordance with Clause 33.7 (Licence granted by the Customer) shall terminate automatically on the Call Off Expiry Date and the Supplier shall:
- (a) immediately cease all use of the Customer Background IPR and the Customer Data (as the case may be);
 - (b) at the discretion of the Customer, return or destroy documents and other tangible materials that contain any of the Customer Background IPR and the Customer Data, provided that if the Customer has not made an election within six months of the termination of the licence, the Supplier may destroy the documents and other tangible materials that contain any of the Customer Background IPR and the Customer Data (as the case may be); and
 - (c) ensure, so far as reasonably practicable, that any Customer Background IPR and Customer Data that are held in electronic, digital or other machine-readable form ceases to be readily accessible from any computer, word processor, voicemail system or any other device of the Supplier containing such Customer Background IPR and/or Customer Data.

33.9 IPR Indemnity

- 33.9.1 The Supplier shall, during and after the Call Off Contract Period, on written demand, indemnify the Customer against all Losses incurred by, awarded against, or agreed to be paid by the Customer (whether before or after the making of the demand pursuant to the indemnity hereunder) arising from an IPR Claim.
- 33.9.2 If an IPR Claim is made, or the Supplier anticipates that an IPR Claim might be made, the Supplier may, at its own expense and sole option, either:
- (a) procure for the Customer the right to continue using the relevant item which is subject to the IPR Claim; or
 - (b) replace or modify the relevant item with non-infringing substitutes provided that:
 - (i) the performance and functionality of the replaced or modified item is at least equivalent to the performance and functionality of the original item;

- (ii) the replaced or modified item does not have an adverse effect on any other Goods and/or Services;
 - (iii) there is no additional cost to the Customer; and
 - (iv) the terms and conditions of this Call Off Contract shall apply to the replaced or modified Goods and/or Services.
- 33.9.3 If the Supplier elects to procure a licence in accordance with Clause 33.9.2(a) or to modify or replace an item pursuant to Clause 33.9.2(b), but this has not avoided or resolved the IPR Claim, then:
- (i) the Customer may terminate this Call Off Contract by written notice with immediate effect; and
 - (ii) without prejudice to the indemnity set out in Clause 33.9.1, the Supplier shall be liable for all reasonable and unavoidable costs of the substitute goods and/or services including the additional costs of procuring, implementing and maintaining the substitute items.

34. SECURITY AND PROTECTION OF INFORMATION

34.1 Security Requirements

- 34.1.1 The Supplier shall comply with the Security Policy and the requirements of Call Off Schedule 7 (Security) including the Security Management Plan (if any) and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.
- 34.1.2 The Customer shall notify the Supplier of any changes or proposed changes to the Security Policy.
- 34.1.3 If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Goods and/or Services it may propose a Variation to the Customer. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Call Off Contract Charges shall then be subject to the Variation Procedure.
- 34.1.4 Until and/or unless a change to the Call Off Contract Charges is agreed by the Customer pursuant to the Variation Procedure the Supplier shall continue to provide the Goods and/or Services in accordance with its existing obligations.

34.2 Malicious Software

- 34.2.1 The Supplier shall, as an enduring obligation throughout the Call Off Contract Period use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor (unless otherwise agreed in writing between the Parties) to check for, contain the spread of, and minimise the impact of Malicious Software (or as otherwise agreed between the Parties).
- 34.2.2 Notwithstanding Clause 34.2.1, 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 Customer Data, assist each other to mitigate any

losses and to restore the provision of the Goods and/or Services to its desired operating efficiency.

34.2.3 Any cost arising out of the actions of the Parties taken in compliance with the provisions of Clause 34.2.2 shall be borne by the Parties as follows:

- (a) by the Supplier, where the Malicious Software originates from the Supplier Software, the Third Party Software supplied by the Supplier (except where the Customer has waived the obligation set out in Clause 34.2.1) or the Customer Data (whilst the Customer 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 Customer when provided to the Supplier; and
- (b) by the Customer if the Malicious Software originates from the Customer Software (in respect of which the Customer has waived its obligation set out in Clause 34.2.1) or the Customer Data (whilst the Customer Data was under the control of the Customer).

34.3 Protection of Customer Data

34.3.1 The Supplier shall not delete or remove any proprietary notices contained within or relating to the Customer Data.

34.3.2 The Supplier shall not store, copy, disclose, or use the Customer Data except as necessary for the performance by the Supplier of its obligations under this Call Off Contract or as otherwise Approved by the Customer.

34.3.3 To the extent that the Customer Data is held and/or Processed by the Supplier, the Supplier shall supply that Customer Data to the Customer as requested by the Customer and in the format (if any) specified by the Customer in the Call Off Order Form and, in any event, as specified by the Customer from time to time in writing.

34.3.4 The Supplier shall take responsibility for preserving the integrity of Customer Data and preventing the corruption or loss of Customer Data.

34.3.5 The Supplier shall perform secure back-ups of all Customer Data and shall ensure that up-to-date back-ups are stored off-site at an Approved location in accordance with any BCDR Plan or otherwise. The Supplier shall ensure that such back-ups are available to the Customer (or to such other person as the Customer may direct) at all times upon request and are delivered to the Customer at no less than six (6) Monthly intervals (or such other intervals as may be agreed in writing between the Parties).

34.3.6 The Supplier shall ensure that any system on which the Supplier holds any Customer Data (and data about Customer data), including back-up data, is a secure system that complies with the Security Policy and the Security Management Plan (if any).

34.3.7 If at any time the Supplier suspects or has reason to believe that the Customer Data is corrupted, lost or sufficiently degraded in any way for any reason, then the Supplier shall notify the Customer immediately and inform the Customer of the remedial action the Supplier proposes to take.

34.3.8 If the Customer Data is corrupted, lost or sufficiently degraded as a result of a Default so as to be unusable, the Customer may:

- (a) require the Supplier (at the Supplier's expense) to restore or procure the restoration of Customer Data to the extent and in accordance with the requirements specified in Call Off Schedule 8 (Business Continuity and Disaster Recovery) or as otherwise required by the Customer, and the Supplier shall do so as soon as practicable but not later than five (5) Working Days from the date of receipt of the Customer's notice; and/or
- (b) itself restore or procure the restoration of Customer Data, and shall be repaid by the Supplier any reasonable expenses incurred in doing so to the extent and in accordance with the requirements specified in Call Off Schedule 8 (Business Continuity and Disaster Recovery) or as otherwise required by the Customer.

34.4 Confidentiality

34.4.1 For the purposes of Clause 34.4 the term “**Disclosing Party**” shall mean a Party which discloses or makes available directly or indirectly its Confidential Information and “**Recipient**” shall mean the Party which receives or obtains directly or indirectly Confidential Information.

34.4.2 Except to the extent set out in Clause 34.4 or where disclosure is expressly permitted elsewhere in this Call Off Contract, the Recipient shall:

- (a) treat the Disclosing Party's Confidential Information as confidential and keep it in secure custody (which is appropriate depending upon the form in which such materials are stored and the nature of the Confidential Information contained in those materials); and
- (b) not disclose the Disclosing Party's Confidential Information to any other person except as expressly set out in this Call Off Contract or without obtaining the owner's prior written consent;
- (c) not use or exploit the Disclosing Party's Confidential Information in any way except for the purposes anticipated under this Call Off Contract; and
- (d) immediately notify the Disclosing Party if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Disclosing Party's Confidential Information.

34.4.3 The Recipient shall be entitled to disclose the Confidential Information of the Disclosing Party where:

- (a) the Recipient is required to disclose the Confidential Information by Law, provided that Clause 34.6 (Freedom of Information) shall apply to disclosures required under the FOIA or the EIRs;
- (b) the need for such disclosure arises out of or in connection with:
 - (i) any legal challenge or potential legal challenge against the Customer arising out of or in connection with this Call Off Contract;

- (ii) the examination and certification of the Customer's accounts (provided that the disclosure is made on a confidential basis) or for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Customer is making use of any Goods and/or Services provided under this Call Off Contract; or
- (iii) the conduct of a Central Government Body review in respect of this Call Off Contract; or
- (c) the Recipient has reasonable grounds to believe that the Disclosing Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010 and the disclosure is being made to the Serious Fraud Office.

34.4.4 If the Recipient is required by Law to make a disclosure of Confidential Information, the Recipient shall as soon as reasonably practicable and to the extent permitted by Law notify the Disclosing Party of the full circumstances of the required disclosure including the relevant Law and/or regulatory body requiring such disclosure and the Confidential Information to which such disclosure would apply.

34.4.5 Subject to Clauses 34.4.2, the Supplier may only disclose the Confidential Information of the Customer on a confidential basis to:

- (a) Supplier Personnel who are directly involved in the provision of the Goods and/or Services and need to know the Confidential Information to enable performance of the Supplier's obligations under this Call Off Contract; and
- (b) its professional advisers for the purposes of obtaining advice in relation to this Call Off Contract.

34.4.6 Where the Supplier discloses Confidential Information of the Customer pursuant to Clause 34.4.5, it shall remain responsible at all times for compliance with the confidentiality obligations set out in this Call Off Contract by the persons to whom disclosure has been made.

34.4.7 The Customer may disclose the Confidential Information of the Supplier:

- (a) to any Central Government Body on the basis that the information may only be further disclosed to Central Government Bodies;
- (b) to the British Parliament and any committees of the British Parliament or if required by any British Parliamentary reporting requirement;
- (c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
- (d) on a confidential basis to a professional adviser, consultant, supplier or other person engaged by any of the entities described in Clause 34.4.7(a) (including any benchmarking organisation) for any purpose relating to or connected with this Call Off Contract;
- (e) on a confidential basis for the purpose of the exercise of its rights under this Call Off Contract; or

- (f) to a proposed transferee, assignee or novatee of, or successor in title to the Customer,

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Customer under Clause 34.4.

34.4.8 Nothing in Clause 34.4 shall prevent a Recipient from using any techniques, ideas or Know-How gained during the performance of this Call Off Contract in the course of its normal business to the extent that this use does not result in a disclosure of the Disclosing Party's Confidential Information or an infringement of Intellectual Property Rights.

34.4.9 In the event that the Supplier fails to comply with Clauses 34.4.2 to 34.4.5, the Customer reserves the right to terminate this Call Off Contract for material Default.

34.5 Transparency

34.5.1 The Parties acknowledge and agree that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Call Off Contract and any Transparency Reports under it is not Confidential Information and shall be made available in accordance with the procurement policy note 13/15 https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/458554/Procurement_Policy_Note_13_15.pdf and the Transparency Principles referred to therein. The Customer shall determine whether any of the content of this Call Off Contract is exempt from disclosure in accordance with the provisions of the FOIA. The Customer may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion.

34.5.2 Notwithstanding any other provision of this Call Off Contract, the Supplier hereby gives his consent for the Customer to publish this Call Off Contract in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted), including any changes to this Call Off Contract agreed from time to time.

34.5.3 The Supplier shall assist and cooperate with the Customer to enable the Customer to publish this Call Off Contract.

34.6 Freedom of Information

34.6.1 The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the EIRs. The Supplier shall:

- (a) provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its Information disclosure obligations under the FOIA and EIRs;
- (b) transfer to the Customer all Requests for Information relating to this Call Off Contract that it receives as soon as practicable and in any event within two (2) Working Days of receipt;
- (c) provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within five (5) Working Days (or

such other period as the Customer may reasonably specify) of the Customer's request for such Information; and

- (d) not respond directly to a Request for Information unless authorised in writing to do so by the Customer.

34.6.2 The Supplier acknowledges that the Customer may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Supplier. The Customer shall take reasonable steps to notify the Supplier of a Request for Information (in accordance with the Secretary of State's Section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Call Off Contract) the Customer shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

34.7 Protection of Personal Data

34.7.1 Where any Personal Data are Processed in connection with the exercise of the Parties' rights and obligations under this Call Off Contract, the Parties acknowledge that the Customer is the Data Controller and that the Supplier is the Data Processor.

34.7.2 The Supplier shall:

- (a) Process the Personal Data only in accordance with instructions from the Customer to perform its obligations under this Call Off Contract;
- (b) ensure that at all times it has in place appropriate technical and organisational measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction, or damage to the Personal Data, including the measures as are set out in Clauses 34.1 (Security Requirements) and 34.3 (Protection of Customer Data);
- (c) not disclose or transfer the Personal Data to any third party or Supplier Personnel unless necessary for the provision of the Goods and/or Services and, for any disclosure or transfer of Personal Data to any third party, obtain the prior written consent of the Customer (save where such disclosure or transfer is specifically authorised under this Call Off Contract)
- (d) take reasonable steps to ensure the reliability and integrity of any Supplier Personnel who have access to the Personal Data and ensure that the Supplier Personnel:
 - (i) are aware of and comply with the Supplier's duties under Clause 34.7.2 and Clauses 34.1 (Security Requirements), 34.3(Protection of Customer Data) and 34.4 (Confidentiality);
 - (ii) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in

- writing to do so by the Customer or as otherwise permitted by this Call Off Contract; and
- (iii) have undergone adequate training in the use, care, protection and handling of personal data (as defined in the DPA);
- (e) notify the Customer within five (5) Working Days if it receives:
- (i) from a Data Subject (or third party on their behalf) a Data Subject Access Request (or purported Data Subject Access Request) a request to rectify, block or erase any Personal Data or any other request, complaint or communication relating to the Customer's obligations under the DPA;
 - (ii) any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data; or
 - (iii) a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law;
- (f) provide the Customer with full cooperation and assistance (within the timescales reasonably required by the Customer) in relation to any complaint, communication or request made (as referred to at Clause 34.7.2(e)), including by promptly providing:
- (i) the Customer with full details and copies of the complaint, communication or request;
 - (ii) where applicable, such assistance as is reasonably requested by the Customer to enable the Customer to comply with the Data Subject Access Request within the relevant timescales set out in the DPA; and
 - (iii) the Customer, on request by the Customer, with any Personal Data it holds in relation to a Data Subject; and
- (g) if requested by the Customer, provide a written description of the measures that has taken and technical and organisational security measures in place, for the purpose of compliance with its obligations pursuant to this Clause 34.7.2 and provide to the Customer copies of all documentation relevant to such compliance including, protocols, procedures, guidance, training and manuals.

34.7.3 The Supplier shall not Process or otherwise transfer any Personal Data in or to any country outside the European Economic Area or any country which is not determined to be adequate by the European Commission pursuant to Article 25(6) of Directive 95/46/EC (together "**Restricted Countries**"). If, after the Call Off Commencement Date, the Supplier or any Sub-Contractor wishes to Process and/or transfer any Personal Data in or to any outside the European Economic Area, the following provisions shall apply:

- (a) the Supplier shall propose a Variation to the Customer which, if it is agreed by the Customer, shall be dealt with in accordance with the Variation Procedure and Clauses 34.7.3(b) to 34.7.3(c);
- (b) the Supplier shall set out in its proposal to the Customer for a Variation details of the following:
 - (i) the Personal Data which will be transferred to and/or Processed in or to any Restricted Countries;
 - (ii) the Restricted Countries to which the Personal Data will be transferred and/or Processed; and
 - (iii) any Sub-Contractors or other third parties who will be Processing and/or receiving Personal Data in Restricted Countries;
 - (iv) how the Supplier will ensure an adequate level of protection and adequate safeguards in respect of the Personal Data that will be Processed in and/or transferred to Restricted Countries so as to ensure the Customer's compliance with the DPA;
- (c) in providing and evaluating the Variation, the Parties shall ensure that they have regard to and comply with then-current Customer, Central Government Bodies and Information Commissioner Office policies, procedures, guidance and codes of practice on, and any approvals processes in connection with, the Processing in and/or transfers of Personal Data to any Restricted Countries; and
- (d) the Supplier shall comply with such other instructions and shall carry out such other actions as the Customer may notify in writing, including:
 - (i) incorporating standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the DPA) into this Call Off Contract or a separate data processing agreement between the Parties; and
 - (ii) procuring that any Sub-Contractor or other third party who will be Processing and/or receiving or accessing the Personal Data in any Restricted Countries either enters into:
 - (A) a direct data processing agreement with the Customer on such terms as may be required by the Customer; or
 - (B) a data processing agreement with the Supplier on terms which are equivalent to those agreed between the Customer and the Sub-Contractor relating to the relevant Personal Data transfer, and
 - (iii) in each case which the Supplier acknowledges may include the incorporation of model contract provisions (which are approved by the European Commission as offering adequate safeguards under the DPA) and

technical and organisation measures which the Customer deems necessary for the purpose of protecting Personal Data.

34.7.4 The Supplier shall use its reasonable endeavours to assist the Customer to comply with any obligations under the DPA and shall not perform its obligations under this Call Off Contract in such a way as to cause the Customer to breach any of the Customer's obligations under the DPA to the extent the Supplier is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.

35. PUBLICITY AND BRANDING

35.1 The Supplier shall not:

35.1.1 make any press announcements or publicise this Call Off Contract in any way; or

35.1.2 use the Customer's name or brand in any promotion or marketing or announcement of orders,

35.1.3 without Approval (the decision of the Customer to Approve or not shall not be unreasonably withheld or delayed).

35.2 Each Party acknowledges to the other that nothing in this Call Off Contract either expressly or by implication constitutes an endorsement of any products or services of the other Party (including the Goods and/or Services, Equipment, the Supplier System and the Customer System) and each Party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.

I. LIABILITY AND INSURANCE

36. LIABILITY

36.1 Unlimited Liability

36.1.1 Neither Party excludes or limits its liability for:

- (a) death or personal injury caused by its negligence, or that of its employees, agents or Sub-Contractors (as applicable);
- (b) bribery or Fraud by it or its employees;
- (c) breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- (d) any liability to the extent it cannot be excluded or limited by Law.

36.1.2 The Supplier does not exclude or limit its liability in respect of the indemnity in 33.9 **Error! Reference source not found.** (IPR Indemnity) and in each case whether before or after the making of a demand pursuant to the indemnity therein.

36.2 Financial Limits

36.2.1 Subject to Clause 36.1 (Unlimited Liability), the Supplier's total aggregate liability:

- (a) in respect of all:
 - (i) Service Credits; and
 - (ii) Compensation for Critical Service Level Failure;incurred in any rolling period of 12 Months shall be subject in aggregate to the Service Credit Cap;
- (b) in respect of all other Losses incurred by the Customer under or in connection with this Call Off Contract as a result of Defaults by the Supplier shall in no event exceed:
 - (i) in relation to any Defaults occurring from the Call Off Commencement Date to the end of the first Call Off Contract Year, the higher of ten million pounds (£10,000,000) or a sum equal to one hundred and fifty per cent (150%) of the Estimated Year 1 Call Off Contract Charges;
 - (ii) in relation to any Defaults occurring in each subsequent Call Off Contract Year that commences during the remainder of the Call Off Contract Period, the higher of ten million pounds (£10,000,000) in each such Call Off Contract Year or a sum equal to one hundred and fifty per cent (150%) of the Call Off Contract Charges payable to the Supplier under this Call Off Contract in the previous Call Off Contract Year; and
 - (iii) in relation to any Defaults occurring in each Call Off Contract Year that commences after the end of the Call Off Contract Period, the higher of ten million pounds (£10,000,000) in each such Call Off Contract Year or a sum equal to one hundred and fifty per cent (150%) of the Call Off Contract Charges payable to the Supplier under this Call Off Contract in the last Call Off Contract Year commencing during the Call Off Contract Period;

unless the Customer has specified different financial limits in the Call Off Order Form.

36.2.2 Subject to Clauses 36.1 (Unlimited Liability) and 36.2 (Financial Limits) and without prejudice to its obligation to pay the undisputed Call Off Contract Charges as and when they fall due for payment, the Customer's total aggregate liability in respect of all Losses as a result of Customer Causes shall be limited to:

- (a) in relation to any Customer Causes occurring from the Call Off Commencement Date to the end of the first Call Off Contract Year, a sum equal to the Estimated Year 1 Call Off Contract Charges;
- (b) in relation to any Customer Causes occurring in each subsequent Call Off Contract Year that commences during the remainder of the Call Off Contract Period, a sum equal to the Call Off Contract Charges payable to the Supplier under this Call Off Contract in the previous Call Off Contract Year; and

- (c) in relation to any Customer Causes occurring in each Call Off Contract Year that commences after the end of the Call Off Contract Period, a sum equal to the Call Off Contract Charges payable to the Supplier under this Call Off Contract in the last Call Off Contract Year commencing during the Call Off Contract Period.

36.3 Non-recoverable Losses

36.3.1 Subject to Clause 36.1 (Unlimited Liability) neither Party shall be liable to the other Party for any:

- (a) indirect, special or consequential Loss;
- (b) loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).

36.4 Recoverable Losses

36.4.1 Subject to Clause 36.2 (Financial Limits), and notwithstanding Clause 36.3 (Non-recoverable Losses), the Supplier acknowledges that the Customer may, amongst other things, recover from the Supplier the following Losses incurred by the Customer to the extent that they arise as a result of a Default by the Supplier:

- (a) any additional operational and/or administrative costs and expenses incurred by the Customer, including costs relating to time spent by or on behalf of the Customer in dealing with the consequences of the Default;
- (b) any wasted expenditure or charges;
- (c) the additional cost of procuring Replacement Goods and/or Services for the remainder of the Call Off Contract Period and/or replacement Deliverables, which shall include any incremental costs associated with such Replacement Goods and/or Services and/or replacement Deliverables above those which would have been payable under this Call Off Contract;
- (d) any compensation or interest paid to a third party by the Customer; and
- (e) any fine, penalty or costs incurred by the Customer pursuant to Law.

36.5 Miscellaneous

36.5.1 Each Party shall use all reasonable endeavours to mitigate any loss or damage suffered arising out of or in connection with this Call Off Contract.

36.5.2 Any Deductions shall not be taken into consideration when calculating the Supplier's liability under Clause 36.2 (Financial Limits).

36.5.3 Subject to any rights of the Customer under this Call Off Contract (including in respect of an IPR Claim), any claims by a third party where an indemnity is sought by that third party from a Party to this Call Off Contract shall be dealt with in accordance with the provisions of Framework Schedule 20 (Conduct of Claims).

37. INSURANCE

- 37.1 This Clause 37 will only apply where specified in the Call Off Order Form or elsewhere in this Call Off Contract.
- 37.2 Notwithstanding any benefit to the Customer of the policy or policies of insurance referred to in Clause 31 (Insurance) of the Framework Agreement, the Supplier shall effect and maintain such further policy or policies of insurance or extensions to such existing policy or policies of insurance procured under the Framework Agreement in respect of all risks which may be incurred by the Supplier arising out of its performance of its obligations under this Call Off Contract.
- 37.3 Without limitation to the generality of Clause 37.2 the Supplier shall ensure that it maintains the policy or policies of insurance as stipulated in the Call Off Order Form.
- 37.4 The Supplier shall effect and maintain the policy or policies of insurance referred to in Clause 37 for six (6) years after the Call Off Expiry Date.
- 37.5 The Supplier shall give the Customer, on request, copies of all insurance policies referred to in Clause 37 or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 37.6 If, for whatever reason, the Supplier fails to give effect to and maintain the insurance policies required under Clause 37 the Customer may make alternative arrangements to protect its interests and may recover the premium and other costs of such arrangements as a debt due from the Supplier.
- 37.7 The provisions of any insurance or the amount of cover shall not relieve the Supplier of any liability under this Call Off Contract. It shall be the responsibility of the Supplier to determine the amount of insurance cover that will be adequate to enable the Supplier to satisfy any liability in relation to the performance of its obligations under this Call Off Contract.
- 37.8 The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Customer (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

J. REMEDIES AND RELIEF

38. CUSTOMER REMEDIES FOR DEFAULT

38.1 Remedies

38.1.1 Without prejudice to any other right or remedy of the Customer howsoever arising (including under Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring)) and subject to the exclusive financial remedy provisions in Clauses 13.6 (Service Levels and Service Credits) and 6.4.1(b) (Delay Payments), if the Supplier commits any Default of this Call Off Contract then the Customer may (whether or not any part of the Goods and/or Services have been Delivered) do any of the following:

- (a) at the Customer's option, give the Supplier the opportunity (at the Supplier's expense) to remedy the Default together with any damage resulting from such Default (where such Default is capable of remedy) or to supply Replacement Goods and/or Services and carry out any other necessary

work to ensure that the terms of this Call Off Contract are fulfilled, in accordance with the Customer's instructions;

- (b) carry out, at the Supplier's expense, any work necessary to make the provision of the Goods and/or Services comply with this Call Off Contract;
- (c) if the Default is a material Default that is capable of remedy (and for these purposes a material Default may be a single material Default or a number of Defaults or repeated Defaults - whether of the same or different obligations and regardless of whether such Defaults are remedied - which taken together constitute a material Default):
 - (i) instruct the Supplier to comply with the Rectification Plan Process;
 - (ii) suspend this Call Off Contract (whereupon the relevant provisions of Clause 44 (Partial Termination, Suspension and Partial Suspension) shall apply) and step-in to itself supply or procure a third party to supply (in whole or in part) the Goods and/or Services;
 - (iii) without terminating or suspending the whole of this Call Off Contract, terminate or suspend this Call Off Contract in respect of part of the provision of the Goods and/or Services only (whereupon the relevant provisions of Clause 44 (Partial Termination, Suspension and Partial Suspension) shall apply) and step-in to itself supply or procure a third party to supply (in whole or in part) such part of the Good and/or Services;

38.1.2 Where the Customer exercises any of its step-in rights under Clauses 38.1.1(c)(ii) or 38.1.1(c)(iii), the Customer shall have the right to charge the Supplier for and the Supplier shall on demand pay any costs reasonably incurred by the Customer (including any reasonable administration costs) in respect of the supply of any part of the Goods and/or Services by the Customer or a third party and provided that the Customer uses its reasonable endeavours to mitigate any additional expenditure in obtaining Replacement Goods and/or Replacement Goods and/or Services.

38.2 Rectification Plan Process

38.2.1 Where the Customer has instructed the Supplier to comply with the Rectification Plan Process pursuant to Clause 38.1.1(c)(i):

- (a) the Supplier shall submit a draft Rectification Plan to the Customer for it to review as soon as possible and in any event within 10 (ten) Working Days (or such other period as may be agreed between the Parties) from the date of Customer's instructions. The Supplier shall submit a draft Rectification Plan even if the Supplier disputes that it is responsible for the Default giving rise to the Customer's request for a draft Rectification Plan.
- (b) the draft Rectification Plan shall set out:
 - (i) full details of the Default that has occurred, including a root cause analysis;

- (ii) the actual or anticipated effect of the Default; and
- (iii) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable).

38.2.2 The Supplier shall promptly provide to the Customer any further documentation that the Customer requires to assess the Supplier's root cause analysis. If the Parties do not agree on the root cause set out in the draft Rectification Plan, either Party may refer the matter to be determined by an expert in accordance with paragraph 5 of Call Off Schedule 11 (Dispute Resolution Procedure).

38.2.3 The Customer may reject the draft Rectification Plan by notice to the Supplier if, acting reasonably, it considers that the draft Rectification Plan is inadequate, for example because the draft Rectification Plan:

- (a) is insufficiently detailed to be capable of proper evaluation;
- (b) will take too long to complete;
- (c) will not prevent reoccurrence of the Default; and/or
- (d) will rectify the Default but in a manner which is unacceptable to the Customer.

38.2.4 The Customer shall notify the Supplier whether it consents to the draft Rectification Plan as soon as reasonably practicable. If the Customer rejects the draft Rectification Plan, the Customer shall give reasons for its decision and the Supplier shall take the reasons into account in the preparation of a revised Rectification Plan. The Supplier shall submit the revised draft of the Rectification Plan to the Customer for review within five (5) Working Days (or such other period as agreed between the Parties) of the Customer's notice rejecting the first draft.

38.2.5 If the Customer consents to the Rectification Plan, the Supplier shall immediately start work on the actions set out in the Rectification Plan.

39. SUPPLIER RELIEF DUE TO CUSTOMER CAUSE

39.1 If the Supplier has failed to:

- 39.1.1 Achieve a Milestone by its Milestone Date;
 - 39.1.2 provide the Goods and/or Services in accordance with the Service Levels;
 - 39.1.3 comply with its obligations under this Call Off Contract,
- (each a "Supplier Non-Performance"),

and can demonstrate that the Supplier Non-Performance would not have occurred but for a Customer Cause, then (subject to the Supplier fulfilling its obligations in Clause 17 (Supplier Notification of Customer Cause)):

- (a) the Supplier shall not be treated as being in breach of this Call Off Contract to the extent the Supplier can demonstrate that the Supplier Non-Performance was caused by the Customer Cause;
- (b) the Customer shall not be entitled to exercise any rights that may arise as a result of that Supplier Non-Performance to

terminate this Call Off Contract pursuant to Clause 41 (Customer Termination Rights) except Clause 41.7 (Termination Without Cause);

- (c) where the Supplier Non-Performance constitutes the failure to Achieve a Milestone by its Milestone Date:
 - (i) the Milestone Date shall be postponed by a period equal to the period of Delay that the Supplier can demonstrate was caused by the Customer Cause;
 - (ii) if the Customer, acting reasonably, considers it appropriate, the Implementation Plan shall be amended to reflect any consequential revisions required to subsequent Milestone Dates resulting from the Customer Cause;
 - (iii) if failure to Achieve a Milestone attracts a Delay Payment, the Supplier shall have no liability to pay any such Delay Payment associated with the Milestone to the extent that the Supplier can demonstrate that such failure was caused by the Customer Cause; and/or
- (d) where the Supplier Non-Performance constitutes a Service Level Failure:
 - (i) the Supplier shall not be liable to accrue Service Credits;
 - (ii) the Customer shall not be entitled to any Compensation for Critical Service Level Failure pursuant to Clause 14 (Critical Service Level Failure); and
 - (iii) the Supplier shall be entitled to invoice for the Call Off Contract Charges for the provision of the relevant Goods and/or Services affected by the Customer Cause,

in each case, to the extent that the Supplier can demonstrate that the Service Level Failure was caused by the Customer Cause.

39.2 In order to claim any of the rights and/or relief referred to in Clause 39.1, the Supplier shall:

39.2.1 comply with its obligations under Clause 17 (Notification of Customer Cause); and

39.2.2 within ten (10) Working Days of becoming aware that a Customer Cause has caused, or is likely to cause, a Supplier Non-Performance, give the Customer notice (a "**Relief Notice**") setting out details of:

- (a) the Supplier Non-Performance;
- (b) the Customer Cause and its effect on the Supplier's ability to meet its obligations under this Call Off Contract; and
- (c) the relief claimed by the Supplier.

39.3 Following the receipt of a Relief Notice, the Customer shall as soon as reasonably practicable consider the nature of the Supplier Non-Performance and the alleged Customer Cause and whether it agrees with the Supplier's assessment set out in the Relief Notice as to the effect of the relevant Customer Cause and its entitlement to relief, consulting with the Supplier where necessary.

39.4 Without prejudice to Clauses 8.7 (Continuing obligation to provide the Goods and/or Services) and 9.11 (Continuing obligation to provide the Goods), if a Dispute arises as to:

39.4.1 whether a Supplier Non-Performance would not have occurred but for a Customer Cause; and/or

39.4.2 the nature and/or extent of the relief claimed by the Supplier,

either Party may refer the Dispute to the Dispute Resolution Procedure. Pending the resolution of the Dispute, both Parties shall continue to resolve the causes of, and mitigate the effects of, the Supplier Non-Performance.

39.5 Any Variation that is required to the Implementation Plan or to the Call Off Contract Charges pursuant to Clause 39 shall be implemented in accordance with the Variation Procedure.

40. FORCE MAJEURE

40.1 Subject to the remainder of Clause 40 (and, in relation to the Supplier, subject to its compliance with any obligations in Clause 15 (Business Continuity and Disaster Recovery)), a Party may claim relief under Clause 40 from liability for failure to meet its obligations under this Call Off Contract for as long as and only to the extent that the performance of those obligations is directly affected by a Force Majeure Event. Any failure or delay by the Supplier in performing its obligations under this Call Off Contract which results from a failure or delay by an agent, Sub-Contractor or supplier shall be regarded as due to a Force Majeure Event only if that agent, Sub-Contractor or supplier is itself impeded by a Force Majeure Event from complying with an obligation to the Supplier.

40.2 The Affected Party shall as soon as reasonably practicable issue a Force Majeure Notice, which shall include details of the Force Majeure Event, its effect on the obligations of the Affected Party and any action the Affected Party proposes to take to mitigate its effect.

40.3 If the Supplier is the Affected Party, it shall not be entitled to claim relief under Clause 40 to the extent that consequences of the relevant Force Majeure Event:

40.3.1 are capable of being mitigated by any of the provision of any Goods and/or Services, including any BCDR Goods and/or Services, but the Supplier has failed to do so; and/or

40.3.2 should have been foreseen and prevented or avoided by a prudent provider of goods and/or services similar to the Goods and/or Services, operating to the standards required by this Call Off Contract.

40.4 Subject to Clause 40.5, as soon as practicable after the Affected Party issues the Force Majeure Notice, and at regular intervals thereafter, the Parties shall consult in good faith and use reasonable endeavours to agree any steps to be taken and an appropriate timetable in which those steps should be taken, to enable continued provision of the Goods and/or Services affected by the Force Majeure Event.

40.5 The Parties shall at all times following the occurrence of a Force Majeure Event and during its subsistence use their respective reasonable endeavours to prevent and mitigate the effects of the Force Majeure Event. Where the Supplier is the Affected Party, it shall take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.

40.6 Where, as a result of a Force Majeure Event:

40.6.1 an Affected Party fails to perform its obligations in accordance with this Call Off Contract, then during the continuance of the Force Majeure Event:

- (a) the other Party shall not be entitled to exercise any rights to terminate this Call Off Contract in whole or in part as a result of such failure unless the provision of the Goods and/or Services is materially impacted by a Force Majeure Event which endures for a continuous period of more than ninety (90) days; and
- (b) the Supplier shall not be liable for any Default and the Customer shall not be liable for any Customer Cause arising as a result of such failure;

40.6.2 the Supplier fails to perform its obligations in accordance with this Call Off Contract:

- (a) the Customer shall not be entitled:
 - (i) during the continuance of the Force Majeure Event to exercise its step-in rights under Clause 38.1.1(b) and 38.1.1(c) (Customer Remedies for Default) as a result of such failure;
 - (ii) to receive Delay Payments pursuant to Clause 6.4 (Delay Payments) to the extent that the Achievement of any Milestone is affected by the Force Majeure Event; and
 - (iii) to receive Service Credits or withhold and retain any of the Call Off Contract Charges as Compensation for Critical Service Level Failure pursuant to Clause 14 (Critical Service Level Failure) to the extent that a Service Level Failure or Critical Service Level Failure has been caused by the Force Majeure Event; and
- (b) the Supplier shall be entitled to receive payment of the Call Off Contract Charges (or a proportional payment of them) only to the extent that the Goods and/or Services (or part of the Goods and/or Services) continue to be provided in accordance with the terms of this Call Off Contract during the occurrence of the Force Majeure Event.

40.7 The Affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under this Call Off Contract.

40.8 Relief from liability for the Affected Party under Clause 40 shall end as soon as the Force Majeure Event no longer causes the Affected Party to be unable to comply with its obligations under this Call Off Contract and shall not be dependent on the serving of notice under Clause 40.7.

K. TERMINATION AND EXIT MANAGEMENT

41. CUSTOMER TERMINATION RIGHTS

41.1 Termination in Relation to Call Off Guarantee

41.1.1 Where this Call Off Contract is conditional upon the Supplier procuring a Call Off Guarantee pursuant to Clause 4 (Call Off Guarantee), the

Customer may terminate this Call Off Contract by issuing a Termination Notice to the Supplier where:

- (a) the Call Off Guarantor withdraws the Call Off Guarantee for any reason whatsoever;
- (b) the Call Off Guarantor is in breach or anticipatory breach of the Call Off Guarantee;
- (c) an Insolvency Event occurs in respect of the Call Off Guarantor; or
- (d) the Call Off Guarantee becomes invalid or unenforceable for any reason whatsoever,

and in each case the Call Off Guarantee (as applicable) is not replaced by an alternative guarantee agreement acceptable to the Customer; or

- (e) the Supplier fails to provide the documentation required by Clause 4.1 by the date so specified by the Customer.

41.2 Termination on Material Default

41.2.1 The Customer may terminate this Call Off Contract for material Default by issuing a Termination Notice to the Supplier where:

- (a) the Supplier commits a Critical Service Level Failure;
- (b) the representation and warranty given by the Supplier pursuant to Clause 3.2.5 (Representations and Warranties) is materially untrue or misleading, and the Supplier fails to provide details of proposed mitigating factors which in the reasonable opinion of the Customer are acceptable;
- (c) as a result of any Defaults, the Customer incurs Losses in any Contract Year which exceed 80% (unless stated differently in the Call Off Order Form) of the value of the Supplier's aggregate annual liability limit for that Contract Year as set out in Clauses 36.2.1(a) and 36.2.1(b) (Liability);
- (d) the Customer expressly reserves the right to terminate this Call Off Contract for material Default, including pursuant to any of the following Clauses: 6.2.3 (Implementation Plan), 8.4.2 (Goods and/or Services), 9.4.2 and 9.6.1 (Goods), 10.3 (Installation Works), 14.1 (Critical Service Level Failure), 16.4 (Disruption), 21.5 (Records, Audit Access and Open Book Data), 24.3 (Promoting Tax Compliance), 34.4.9 (Confidentiality), 50.6.2 (Prevention of Fraud and Bribery), Paragraph 1.2.4 of the Annex to Part A and Paragraph 1.2.4 of the Annex to Part B of Call Off Schedule 10 (Staff Transfer);
- (e) the Supplier commits any material Default of this Call Off Contract which is not, in the reasonable opinion of the Customer, capable of remedy; and/or
- (f) the Supplier commits a Default, including a material Default, which in the opinion of the Customer is remediable but has not remedied such Default to the satisfaction of the Customer in accordance with the Rectification Plan Process.

41.2.2 For the purpose of Clause 41.2.1, a material Default may be a single material Default or a number of Defaults or repeated Defaults (whether of the same or different obligations and regardless of whether such Defaults are remedied) which taken together constitute a material Default.

41.3 Termination in Relation to Financial Standing

41.3.1 The Customer may terminate this Call Off Contract by issuing a Termination Notice to the Supplier where in the reasonable opinion of the Customer there is a material detrimental change in the financial standing and/or the credit rating of the Supplier which:

- (a) adversely impacts on the Supplier's ability to supply the Goods and/or Services under this Call Off Contract; or
- (b) could reasonably be expected to have an adverse impact on the Suppliers ability to supply the Goods and/or Services under this Call Off Contract.

41.4 Termination on Insolvency

41.4.1 The Customer may terminate this Call Off Contract by issuing a Termination Notice to the Supplier where an Insolvency Event affecting the Supplier occurs.

41.5 Termination on Change of Control

41.5.1 The Supplier shall notify the Customer immediately in writing and as soon as the Supplier is aware (or ought reasonably to be aware) that it is anticipating, undergoing, undergoes or has undergone a Change of Control and provided such notification does not contravene any Law.

41.5.2 The Supplier shall ensure that any notification made pursuant to Clause 41.5.1 shall set out full details of the Change of Control including the circumstances suggesting and/or explaining the Change of Control.

41.5.3 The Customer may terminate this Call Off Contract under Clause 41.5 by issuing a Termination Notice to the Supplier within six (6) Months of:

- (a) being notified in writing that a Change of Control is anticipated or in contemplation or has occurred; or
- (b) where no notification has been made, the date that the Customer becomes aware that a Change of Control is anticipated or is in contemplation or has occurred,

but shall not be permitted to terminate where an Approval was granted prior to the Change of Control.

41.6 Termination for breach of Regulations

41.6.1 The Customer may terminate this Call Off Contract by issuing a Termination Notice to the Supplier on the occurrence of any of the statutory provisos contained in Regulation 73 (1) (a) to (c).

41.7 Termination Without Cause

41.7.1 The Customer shall have the right to terminate this Call Off Contract at any time by issuing a Termination Notice to the Supplier giving at least thirty (30) Working Days written notice (unless stated differently in the Call Off Order Form).

41.8 Termination in Relation to Framework Agreement

41.8.1 The Customer may terminate this Call Off Contract by issuing a Termination Notice to the Supplier if the Framework Agreement is terminated for any reason whatsoever.

41.9 Termination In Relation to Benchmarking

41.9.1 The Customer may terminate this Call Off 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 1 and 2 of Framework Schedule 12 (Continuous Improvement and Benchmarking).

41.10 Termination in Relation to Variation

41.10.1 The Customer may terminate this Call Off Contract by issuing a Termination Notice to the Supplier for failure of the Parties to agree or the Supplier to implement a Variation in accordance with the Variation Procedure.

42. SUPPLIER TERMINATION RIGHTS

42.1 Termination on Customer Cause for Failure to Pay

42.1.1 The Supplier may, by issuing a Termination Notice to the Customer, terminate this Call Off Contract if the Customer fails to pay an undisputed sum due to the Supplier under this Call Off Contract which in aggregate exceeds an amount equal to one month's average Call Off Contract Charges (unless a different amount has been specified in the Call Off Order Form), for the purposes of this Clause 42.1.1 (the "**Undisputed Sums Limit**"), and the said undisputed sum due remains outstanding for forty (40) Working Days (the "**Undisputed Sums Time Period**") after the receipt by the Customer of a written notice of non-payment from the Supplier specifying:

- (a) the Customer's failure to pay; and
- (b) the correct overdue and undisputed sum; and
- (c) the reasons why the undisputed sum is due; and
- (d) the requirement on the Customer to remedy the failure to pay; and

this Call Off Contract shall then terminate on the date specified in the Termination Notice (which shall not be less than twenty (20) Working Days from the date of the issue of the Termination Notice), save that such right of termination shall not apply where the failure to pay is due to the Customer exercising its rights under this Call Off Contract including Clause 23.3 (Retention and Set off).

42.1.2 The Supplier shall not suspend the supply of the Goods and/or Services for failure of the Customer to pay undisputed sums of money (whether in whole or in part).

43. TERMINATION BY EITHER PARTY

43.1 Termination for continuing Force Majeure Event

43.1.1 Either Party may, by issuing a Termination Notice to the other Party, terminate this Call Off Contract in accordance with Clause 40.6.1(a) (Force Majeure).

44. PARTIAL TERMINATION, SUSPENSION AND PARTIAL SUSPENSION

- 44.1 Where the Customer has the right to terminate this Call Off Contract, the Customer shall be entitled to terminate or suspend all or part of this Call Off Contract provided always that, if the Customer elects to terminate or suspend this Call Off Contract in part, the parts of this Call Off Contract not terminated or suspended can, in the Customer's reasonable opinion, operate effectively to deliver the intended purpose of the surviving parts of this Call Off Contract.
- 44.2 Any suspension of this Call Off Contract under Clause 44.1 shall be for such period as the Customer may specify and without prejudice to any right of termination which has already accrued, or subsequently accrues, to the Customer.
- 44.3 The Parties shall seek to agree the effect of any Variation necessitated by a partial termination, suspension or partial suspension in accordance with the Variation Procedure, including the effect that the partial termination, suspension or partial suspension may have on the provision of any other Goods and/or Services and the Call Off Contract Charges, provided that the Supplier shall not be entitled to:
- 44.3.1 an increase in the Call Off Contract Charges in respect of the provision of the Goods and/or Services that have not been terminated if the partial termination arises due to the exercise of any of the Customer's termination rights under Clause 41 (Customer Termination Rights) except Clause 41.7 (Termination Without Cause); and
 - 44.3.2 reject the Variation.

45. CONSEQUENCES OF EXPIRY OR TERMINATION

- 45.1 Consequences of termination under Clauses 41.1 (Termination in Relation to Guarantee), 41.2 (Termination on Material Default), 41.3 (Termination in Relation to Financial Standing), 41.8 (Termination in Relation to Framework Agreement), 41.9 (Termination in Relation to Benchmarking) and 41.10 (Termination in Relation to Variation)
- 45.1.1 Where the Customer:
- (a) terminates (in whole or in part) this Call Off Contract under any of the Clauses referred to in Clause 45.1; and
 - (b) then makes other arrangements for the supply of the Goods and/or Services,
- the Customer may recover from the Supplier the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Customer throughout the remainder of the Call Off Contract Period provided that Customer shall take all reasonable steps to mitigate such additional expenditure. No further payments shall be payable by the Customer to the Supplier until the Customer has established the final cost of making those other arrangements.
- 45.2 Consequences of termination under Clauses 41.7 (Termination without Cause) and 42.1 (Termination on Customer Cause for Failure to Pay)
- 45.2.1 Where the Customer terminates (in whole or in part) this Call Off Contract under Clause 41.7 (Termination without Cause) the Customer shall:
- (a) in respect of the Goods that are no longer required by the Customer the customer shall pay to the Supplier upon termination:

- (i) all arrears of Charges; and
 - (ii) the sum of all the Charges that would (but for the termination) have been due during the remainder of the Term each discounted at a rate of at least 80% in respect of the period between the date of actual payment and the date when the Charges would have become due.
- (b) in respect of the Services that are no longer required by the Customer, indemnify the Supplier against any reasonable and proven Losses which would otherwise represent an unavoidable loss by the Supplier by reason of the termination of this Call Off Contract, provided that the Supplier takes all reasonable steps to mitigate such Losses. The Supplier shall submit a fully itemised and costed list of such Losses, with supporting evidence including such further evidence as the Customer may require, reasonably and actually incurred by the Supplier.

45.2.2 Where the Supplier terminates this Call Off Contract pursuant to Clause 42.1 (Termination on Customer Cause for Failure to Pay) the Customer shall indemnify the Supplier against any reasonable and proven Losses which would otherwise represent an unavoidable loss by the Supplier by reason of the termination of this Call Off Agreement, provided that the Supplier takes all reasonable steps to mitigate such Losses. The Supplier shall submit a fully itemised and costed list of such Losses, with supporting evidence including such further evidence as the Customer may require, reasonably and actually incurred by the Supplier.

45.2.3 The Customer shall not be liable under Clause 45.2.1 or 45.2.2 to pay any sum which:

- (a) was claimable under insurance held by the Supplier, and the Supplier has failed to make a claim on its insurance, or has failed to make a claim in accordance with the procedural requirements of the insurance policy; or
- (b) when added to any sums paid or due to the Supplier under this Call Off Contract, exceeds the total sum that would have been payable to the Supplier if this Call Off Contract had not been terminated.

45.2.4 The Supplier shall be expected to provide flexibility in the management of Contracting Authorities' fleet and shall not charge a settlement fee to Contracting Authorities where the Goods are redundant due to re-organisation, merger or closure and all reasonable efforts have been made to re-site the Goods within Contracting Authorities organisation.

45.3 Consequences of termination under Clause 43.1 (Termination for Continuing Force Majeure Event)

45.3.1 The costs of termination incurred by the Parties shall lie where they fall if either Party terminates or partially terminates this Call Off Contract for a continuing Force Majeure Event pursuant to Clause 43.1 (Termination for Continuing Force Majeure Event).

45.4 Consequences of Termination for Any Reason

45.4.1 Save as otherwise expressly provided in this Call Off Contract:

- (a) termination or expiry of this Call Off Contract shall be without prejudice to any rights, remedies or obligations accrued under this Call Off Contract prior to termination or expiration and nothing in this Call Off Contract shall prejudice the right of either Party to recover any amount outstanding at the time of such termination or expiry; and
- (b) termination of this Call Off Contract shall not affect the continuing rights, remedies or obligations of the Customer or the Supplier under Clauses 21 (Records, Audit Access & Open Book Data), 33 (Intellectual Property Rights), 34.4 (Confidentiality), 34.6 (Freedom of Information) 34.7 (Protection of Personal Data), 36 (Liability), 45 (Consequences of Expiry or Termination), 51 (Severance), 53 (Entire Agreement), 54 (Third Party Rights) 56 (Dispute Resolution) and 57 (Governing Law and Jurisdiction), and the provisions of Call Off Schedule 1 (Definitions), Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing), Call Off Schedule 9 (Exit Management), Call Off Schedule 10 (Staff Transfer), Call Off Schedule 11 (Dispute Resolution Procedure) and, without limitation to the foregoing, any other provision of this Call Off Contract which expressly or by implication is to be performed or observed notwithstanding termination or expiry shall survive the Call Off Expiry Date.

45.5 Exit management

45.5.1 The Parties shall comply with the exit management provisions set out in Call Off Schedule 9 (Exit Management).

L. MISCELLANEOUS AND GOVERNING LAW

46. COMPLIANCE

46.1 Health and Safety

46.1.1 The Supplier shall perform its obligations under this Call Off Contract (including those in relation to the Goods and/or Services) in accordance with:

- (a) all applicable Law regarding health and safety; and
- (b) the Customer's health and safety policy (as provided to the Supplier from time to time) whilst at the Customer Premises.

46.1.2 Each Party shall promptly notify the other of as soon as possible of any health and safety incidents or material health and safety hazards at the Customer Premises of which it becomes aware and which relate to or arise in connection with the performance of this Call Off Contract

46.1.3 While on the Customer Premises, the Supplier shall comply with any health and safety measures implemented by the Customer in respect of Supplier Personnel and other persons working there and any instructions from the Customer on any necessary associated safety measures.

46.2 Equality and Diversity

46.2.1 The Supplier shall:

- (a) perform its obligations under this Call Off Contract (including those in relation to provision of the Goods and/or Services) in accordance with:
 - (i) all applicable equality Law (whether in relation to race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise); and
 - (ii) any other requirements and instructions which the Customer reasonably imposes in connection with any equality obligations imposed on the Customer at any time under applicable equality Law;
- (b) take all necessary steps, and inform the Customer of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation).

46.3 Official Secrets Act and Finance Act

46.3.1 The Supplier shall comply with the provisions of:

- (a) the Official Secrets Acts 1911 to 1989; and
- (b) section 182 of the Finance Act 1989.

46.4 Environmental Requirements

46.4.1 The Supplier shall, when working on the Sites, perform its obligations under this Call Off Contract in accordance with the Environmental Policy of the Customer.

46.4.2 The Customer shall provide a copy of its written Environmental Policy (if any) to the Supplier upon the Supplier's written request.

47. ASSIGNMENT AND NOVATION

47.1 The Supplier shall not assign, novate, Sub-Contract or otherwise dispose of or create any trust in relation to any or all of its rights, obligations or liabilities under this Call Off Contract or any part of it without Approval.

47.2 The Customer may assign, novate or otherwise dispose of any or all of its rights, liabilities and obligations under this Call Off Contract or any part thereof to:

47.2.1 any other Contracting Authority; or

47.2.2 any other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Customer; or

47.2.3 any private sector body which substantially performs the functions of the Customer,

and the Supplier shall, at the Customer's request, enter into a novation agreement in such form as the Customer shall reasonably specify in order to enable the Customer to exercise its rights pursuant to this Clause 47.2.

47.3 A change in the legal status of the Customer shall not, subject to Clause 47.4 affect the validity of this Call Off Contract and this Call Off Contract shall be binding on any successor body to the Customer.

47.4 If the Customer assigns, novates or otherwise disposes of any of its rights, obligations or liabilities under this Call Off Contract to a private sector body in accordance with Clause 47.2.3 (the “**Transferee**” in the rest of this Clause 47.4) the right of termination of the Customer in Clause 41.4 (Termination on Insolvency) shall be available to the Supplier in the event of insolvency of the Transferee (as if the references to Supplier in Clause 41.4 (Termination on Insolvency) and to Supplier or Framework Guarantor or Call Off Guarantor in the definition of Insolvency Event were references to the Transferee).

48. WAIVER AND CUMULATIVE REMEDIES

48.1 The rights and remedies under this Call Off Contract may be waived only by notice in accordance with Clause 55 (Notices) and in a manner that expressly states that a waiver is intended. A failure or delay by a Party in ascertaining or exercising a right or remedy provided under this Call Off Contract or by Law shall not constitute a waiver of that right or remedy, nor shall it prevent or restrict the further exercise of that right or remedy.

48.2 Unless otherwise provided in this Call Off Contract, rights and remedies under this Call Off Contract are cumulative and do not exclude any rights or remedies provided by Law, in equity or otherwise.

49. RELATIONSHIP OF THE PARTIES

49.1 Except as expressly provided otherwise in this Call Off Contract, nothing in this Call Off Contract, nor any actions taken by the Parties pursuant to this Call Off Contract, shall create a partnership, joint venture or relationship of employer and employee or principal and agent between the Parties, or authorise either Party to make representations or enter into any commitments for or on behalf of any other Party.

50. PREVENTION OF FRAUD AND BRIBERY

50.1 The Supplier represents and warrants that neither it, nor to the best of its knowledge any Supplier Personnel, have at any time prior to the Call Off Commencement Date:

50.1.1 committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or

50.1.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

50.2 The Supplier shall not during the Call Off Contract Period:

50.2.1 commit a Prohibited Act; and/or

50.2.2 do or suffer anything to be done which would cause the Customer or any of the Customer’s employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.

50.3 The Supplier shall during the Call Off Contract Period:

50.3.1 establish, maintain and enforce, and require that its Sub-Contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act;

50.3.2 keep appropriate records of its compliance with its obligations under Clause 50.3.1 and make such records available to the Customer on request;

50.3.3 if so required by the Customer, within twenty (20) Working Days of the Call Off Commencement Date, and annually thereafter, certify to the Customer in writing that the Supplier and all persons associated with it or its Sub-Contractors or other persons who are supplying the Goods and/or Services in connection with this Call Off Contract are compliant with the Relevant Requirements. The Supplier shall provide such supporting evidence of compliance as the Customer may reasonably request; and

50.3.4 have, maintain and where appropriate enforce an anti-bribery policy (which shall be disclosed to the Customer on request) to prevent it and any Supplier Personnel or any person acting on the Supplier's behalf from committing a Prohibited Act.

50.4 The Supplier shall immediately notify the Customer in writing if it becomes aware of any breach of Clause 50.1, or has reason to believe that it has or any of the Supplier Personnel have:

50.4.1 been subject to an investigation or prosecution which relates to an alleged Prohibited Act;

50.4.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or

50.4.3 received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Call Off Contract or otherwise suspects that any person or Party directly or indirectly connected with this Call Off Contract has committed or attempted to commit a Prohibited Act.

50.5 If the Supplier makes a notification to the Customer pursuant to Clause 50.4, the Supplier shall respond promptly to the Customer's enquiries, co-operate with any investigation, and allow the Customer to audit any books, records and/or any other relevant documentation in accordance with Clause 21 (Records, Audit Access and Open Book Data).

50.6 If the Supplier breaches Clause 50.3, the Customer may by notice:

50.6.1 require the Supplier to remove from performance of this Call Off Contract any Supplier Personnel whose acts or omissions have caused the Supplier's breach; or

50.6.2 immediately terminate this Call Off Contract for material Default.

50.7 Any notice served by the Customer under Clause 50.4 shall specify the nature of the Prohibited Act, the identity of the Party who the Customer believes has committed the Prohibited Act and the action that the Customer has elected to take (including, where relevant, the date on which this Call Off Contract shall terminate).

51. SEVERANCE

- 51.1 If any provision of this Call Off Contract (or part of any provision) is held to be void or otherwise unenforceable by any court of competent jurisdiction, such provision (or part) shall to the extent necessary to ensure that the remaining provisions of this Call Off Contract are not void or unenforceable be deemed to be deleted and the validity and/or enforceability of the remaining provisions of this Call Off Contract shall not be affected.
- 51.2 In the event that any deemed deletion under Clause 51.1 is so fundamental as to prevent the accomplishment of the purpose of this Call Off Contract or materially alters the balance of risks and rewards in this Call Off Contract, either Party may give notice to the other Party requiring the Parties to commence good faith negotiations to amend this Call Off Contract so that, as amended, it is valid and enforceable, preserves the balance of risks and rewards in this Call Off Contract and, to the extent that is reasonably practicable, achieves the Parties' original commercial intention.
- 51.3 If the Parties are unable to resolve the Dispute arising under Clause 51 within twenty (20) Working Days of the date of the notice given pursuant to Clause 51.2, this Call Off Contract shall automatically terminate with immediate effect. The costs of termination incurred by the Parties shall lie where they fall if this Call Off Contract is terminated pursuant to Clause 51.

52. FURTHER ASSURANCES

- 52.1 Each Party undertakes at the request of the other, and at the cost of the requesting Party to do all acts and execute all documents which may be necessary to give effect to the meaning of this Call Off Contract.

53. ENTIRE AGREEMENT

- 53.1 This Call Off Contract and the documents referred to in it constitute the entire agreement between the Parties in respect of the matter and supersede and extinguish all prior negotiations, course of dealings or agreements made between the Parties in relation to its subject matter, whether written or oral.
- 53.2 Neither Party has been given, nor entered into this Call Off Contract in reliance on, any warranty, statement, promise or representation other than those expressly set out in this Call Off Contract.
- 53.3 Nothing in Clause 53 shall exclude any liability in respect of misrepresentations made fraudulently.

54. THIRD PARTY RIGHTS

- 54.1 The provisions of paragraphs 2.1 and 2.6 of Part A, paragraphs 2.1, 2.6, 3.1 and 3.3 of Part B, paragraphs 2.1 and 2.3 of Part C and paragraphs and 1.4, 2.3 and 2.8 of Part D of Call Off Schedule 10 (Staff Transfer) and the provisions of paragraph 25.9 of Call Off Schedule 9 (Exit Management) (together "**Third Party Provisions**") confer benefits on persons named in such provisions other than the Parties (each such person a "**Third Party Beneficiary**") and are intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.
- 54.2 Subject to Clause 54.1, a person who is not a Party to this Call Off Contract has no right under the CTRPA to enforce any term of this Call Off Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

54.3 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of the Customer, which may, if given, be given on and subject to such terms as the Customer may determine.

54.4 Any amendments or modifications to this Call Off Contract may be made, and any rights created under Clause 54.1 may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

55. NOTICES

55.1 Except as otherwise expressly provided within this Call Off Contract, any notices sent under this Call Off Contract must be in writing. For the purpose of Clause 55, an e-mail is accepted as being "in writing".

55.2 Subject to Clause 55.3, the following table sets out the method by which notices may be served under this Call Off Contract and the respective deemed time and proof of service:

Manner of delivery	Deemed time of delivery	Proof of Service
Email (Subject to Clauses 55.3 and 55.4)	9.00am on the first Working Day after sending	Dispatched as a pdf attachment to an e-mail to the correct e-mail 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 Working Day	Properly addressed and delivered as evidenced by signature of a delivery receipt
Royal Mail Signed For™ 1 st 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)	Properly addressed prepaid and delivered as evidenced by signature of a delivery receipt

55.3 The following notices may only be served as an attachment to an email if the original notice is then sent to the recipient by personal delivery or Royal Mail Signed For™ 1st Class or other prepaid in the manner set out in the table in Clause 55.2:

55.3.1 any Termination Notice (Clause 41 (Customer Termination Rights)),

55.3.2 any notice in respect of:

- (a) partial termination, suspension or partial suspension (Clause 44 (Partial Termination, Suspension and Partial Suspension)),

- (b) waiver (Clause 48 (Waiver and Cumulative Remedies))
- (c) Default or Customer Cause; and

55.3.3 any Dispute Notice.

55.4 Failure to send any original notice by personal delivery or recorded delivery in accordance with Clause 55.3 shall invalidate the service of the related e-mail transmission. The deemed time of delivery of such notice shall be the deemed time of delivery of the original notice sent by personal delivery or Royal Mail Signed For™ 1st Class delivery (as set out in the table in Clause 55.2) or, if earlier, the time of response or acknowledgement by the other Party to the email attaching the notice.

55.5 Clause 55 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution (other than the service of a Dispute Notice under the Dispute Resolution Procedure).

55.6 For the purposes of Clause 55, the address and email address of each Party shall be as specified in the Call Off Order Form.

56. DISPUTE RESOLUTION

56.1 The Parties shall resolve Disputes arising out of or in connection with this Call Off Contract in accordance with the Dispute Resolution Procedure.

56.2 The Supplier shall continue to provide the Goods and/or Services in accordance with the terms of this Call Off Contract until a Dispute has been resolved.

57. GOVERNING LAW AND JURISDICTION

57.1 This Call Off Contract 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.

57.2 Subject to Clause 56 (Dispute Resolution) and Call Off Schedule 11 (Dispute Resolution Procedure) (including the Customer's right to refer the Dispute to arbitration), the Parties agree that the courts of England and Wales (unless stated differently in the Call Off Order Form) shall have exclusive jurisdiction to settle any Dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Call Off Contract or its subject matter or formation.

CALL OFF SCHEDULE 1: DEFINITIONS

1. In accordance with Clause 1 (Definitions and Interpretation) of this Call Off Contract including its recitals the following expressions shall have the following meanings:

"Achieve"	means in respect of a Test, to successfully pass such Test without any Test Issues in accordance with the Test Strategy Plan and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and "Achieved" , "Achieving" and "Achievement" shall be construed accordingly;
"Acquired Rights Directive"	means the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time;
"Additional Clauses"	means the additional Clauses in Call Off Schedule 14 (Alternative and/or Additional Clauses) and any other additional Clauses set out in the Call Off Order Form or elsewhere in this Call Off Contract;
"Affected Party"	means the party seeking to claim relief in respect of a Force Majeure;
"Affiliates"	has the meaning given to it in Framework Schedule 1 (Definitions);
"Alternative Clauses"	means the alternative Clauses in Call Off Schedule 14 (Alternative and/or Additional Clauses) and any other alternative Clauses set out in the Call Off Order Form or elsewhere in this Call Off Contract;
"Approval"	means the prior written consent of the Customer and "Approve" and "Approved" shall be construed accordingly;
"Approved Sub-Licensee"	means any of the following: a) a Central Government Body; b) any third party providing goods and/or services to a Central Government Body; and/or c) 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 Customer;
"Auditor"	means: a) the Customer's internal and external auditors; b) the Customer's statutory or regulatory auditors; c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office; d) HM Treasury or the Cabinet Office;

	<ul style="list-style-type: none"> e) any party formally appointed by the Customer to carry out audit or similar review functions; and f) successors or assigns of any of the above;
"Authority"	has the meaning given to it in Framework Schedule 1 (Definitions Customer and Contracting Authority); Customer: Department for Work and Pensions Contracting Authority: Department for Work and Pensions
"BACS"	means the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
"BCDR Goods and/or Services"	means the Business Continuity Goods and/or Services and Disaster Recovery Goods and/or Services;
"BCDR Plan"	means the plan prepared pursuant to paragraph 2 of Call Off Agreement Schedule 8 (Business Continuity and Disaster Recovery), as may be amended from time to time;
"Business Continuity Goods and/or Services"	has the meaning given to it in paragraph 12.2.2 of Call Off Schedule 8 (Business Continuity and Disaster Recovery);
"Call Off Commencement Date"	means the date of commencement of this Call Off Contract set out in the Call Off Order Form;
"Call Off Contract"	means this contract between the Customer and the Supplier (entered into pursuant to the provisions of the Framework Agreement), which consists of the terms set out in the Call Off Order Form and the Call Off Terms;
"Call Off Contract Charges"	means the prices (inclusive of any Milestone Payments and exclusive of any applicable VAT), payable to the Supplier by the Customer under this Call Off Contract, as set out in Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing), for the full and proper performance by the Supplier of its obligations under this Call Off Contract less any Deductions;
"Call Off Contract Period"	means the term of this Call Off Contract from the Call Off Commencement Date until the Call Off Expiry Date;
"Call Off Contract Year"	means a consecutive period of twelve (12) Months commencing on the Call Off Commencement Date or each anniversary thereof;
"Call Off Expiry Date"	means: <ul style="list-style-type: none"> (a) the end date of the Call Off Initial Period or any Call Off Extension Period; or (b) if this Call Off Contract is terminated before the date specified in (a) above, the earlier date of termination of this Call Off Contract;
"Call Off Extension Period"	means such period or periods up to a maximum of the number of years in total as may be specified by the

Customer, pursuant to Clause 5.2 and in the Call Off Order Form;

"Call Off Guarantee"	means a deed of guarantee that may be required under this Call Off Contract in favour of the Customer in the form set out in Framework Schedule 13 (Guarantee) granted pursuant to Clause 7 (Call Off Guarantee);
"Call Off Guarantor"	means the person, in the event that a Call Off Guarantee is required under this Call Off Contract, acceptable to the Customer to give a Call Off Guarantee;
"Call Off Initial Period"	means the initial term of this Call Off Contract from the Call Off Commencement Date to the end date of the initial term stated in the Call Off Order Form;
"Call Off Order Form"	means the order form applicable to and set out in Part 1 of this Call Off Contract;
"Call Off Procedure"	has the meaning given to it in Framework Schedule 1 (Definitions);
"Call Off Schedule"	means a schedule to this Call Off Contract;
"Call Off Tender"	means the tender submitted by the Supplier in response to the Customer's Statement of Requirements following a Further Competition Procedure and set out at Call Off Schedule 15 (Call Off Tender);
"Call Off Terms"	means the terms applicable to and set out in Part 2 of this Call Off Contract;
"Central Government Body"	has the meaning given to it in Framework Schedule 1 (Definitions);
"Change in Law"	means any change in Law which impacts on the supply of the Goods and/or Services and performance of the Call Off Contract which comes into force after the Call Off Commencement Date;
"Change of Control"	has the meaning given to it in Framework Schedule 1 (Definitions);
"Charges"	means the charges raised under or in connection with this Call Off Contract from time to time, which shall be calculated in a manner that is consistent with the Charging Structure;
"Charging Structure"	means the structure to be used in the establishment of the charging model which is applicable to the Call Off Contract, which is set out in Framework Schedule 3 (Framework Prices and Charging Structure);
"Commercially Sensitive Information"	means the Confidential Information listed in the Call Off Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Customer that, if disclosed by the Customer, would cause the Supplier significant commercial disadvantage or material financial loss;

"Comparable Supply"	means the supply of Goods and/or Services to another customer of the Supplier that are the same or similar to the Goods and/or Services;
"Compensation for Critical Service Level Failure"	has the meaning given to it in Clause 14.2.2 (Critical Service Level Failure);
"Confidential Information"	means the Customer's Confidential Information and/or the Supplier's Confidential Information, as the context specifies;
"Continuous Improvement Plan"	means a plan for improving the provision of the Goods and/or Services and/or reducing the Charges produced by the Supplier pursuant to Framework Schedule 12 (Continuous Improvement and Benchmarking);
"Contracting Authority"	means the Authority, the Customer and any other bodies listed in the OJEU Notice; Authority: Department for Work and Pensions Customer: Department for Work and Pensions
"Control"	has the meaning given to it in Framework Schedule 1 (Definitions);
"Conviction"	means other than for minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding over orders (including any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 by virtue of the exemptions specified in Part II of Schedule 1 of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (SI 1975/1023) or any replacement or amendment to that Order, or being placed on a list kept pursuant to section 1 of the Protection of Children Act 1999 or being placed on a list kept pursuant to the Safeguarding Vulnerable Groups Act 2006;
"Costs"	the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Goods and/or Services: a) the cost to the Supplier or the Key Sub-Contractor (as the context requires), calculated per Man Day, of engaging the Supplier Personnel, including: <ul style="list-style-type: none"> i) base salary paid to the Supplier Personnel; ii) employer's national insurance contributions; iii) pension contributions; iv) car allowances; v) any other contractual employment benefits; vi) staff training; vii) work place accommodation; viii) work place IT equipment and tools reasonably necessary to provide the Goods

and/or Services (but not including items included within limb (b) below); and

- ix) reasonable recruitment costs, as agreed with the Customer;
- b) costs incurred in respect of those Supplier Assets which are detailed on the Registers and which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Customer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;
- c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Goods and/or Services;
- d) Reimbursable Expenses to the extent these have been specified as allowable in the Call Off Order Form and are incurred in delivering any Goods and/or Services where the Call Off Contract Charges for those Goods and/or Services are to be calculated on a Fixed Price or Firm Price pricing mechanism (as set out in Framework Schedule 3 (Framework Prices and Charging Structure));

but excluding:

- a) Overhead;
- b) financing or similar costs;
- c) maintenance and support costs to the extent that these relate to maintenance and/or support Goods and/or Services provided beyond the Call Off Contract Period whether in relation to Supplier Assets or otherwise;
- d) taxation;
- e) fines and penalties;
- f) amounts payable under Clause 25 (Benchmarking); and
- g) non-cash items (including depreciation, amortisation, impairments and movements in provisions);

“COTS Licence Terms”

means the terms that shall apply to all elements of COTS Software;

“COTS Software”

means software identified as such in paragraph 4.6 of the Call Off Order Form;

"Critical Service Level Failure"

means any instance of critical service level failure specified in the Call Off Order Form;

"Crown"	has the meaning given to it in Framework Schedule 1 (Definitions);
"Crown Body"	has the meaning given to it in Framework Schedule 1 (Definitions);
"CRTPA"	has the meaning given to it in Framework Schedule 1 (Definitions);
"Customer"	means the customer(s) identified in the Call Off Order Form;
"Customer Assets"	means the Customer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Customer and which is or may be used in connection with the provision of the Goods and/or Services;
"Customer Background IPR"	means: <ul style="list-style-type: none"> a) IPRs owned by the Customer before the Call Off Commencement Date, including IPRs contained in any of the Customer's Know-How, documentation, software, processes and procedures; b) IPRs created by the Customer independently of this Call Off Contract; and/or c) Crown Copyright which is not available to the Supplier otherwise than under this Call Off Contract; d) but excluding IPRs owned by the Customer subsisting in the Customer Software;
"Customer Cause"	means any breach of the obligations of the Customer or any other default, act, omission, negligence or statement of the Customer, of its employees, servants, agents in connection with or in relation to the subject-matter of this Call Off Contract and in respect of which the Customer is liable to the Supplier;
"Customer Data"	means: <ul style="list-style-type: none"> a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any Customer's Confidential Information, and which: <ul style="list-style-type: none"> i) are supplied to the Supplier by or on behalf of the Customer; or ii) the Supplier is required to generate, process, store or transmit pursuant to this Call Off Contract; or b) any Personal Data for which the Customer is the Data Controller;
"Customer Premises"	means premises owned, controlled or occupied by the Customer which are made available for use by the Supplier or its Sub-Contractors for the provision of the Goods and/or Services (or any of them);

"Customer Property"	means the property, other than real property and IPR, including the Customer System, any equipment issued or made available to the Supplier by the Customer in connection with this Call Off Contract;
"Customer Representative"	means the representative appointed by the Customer from time to time in relation to this Call Off Contract;
"Customer Responsibilities"	means the responsibilities of the Customer set out in Call Off Schedule 4 (Implementation Plan) and any other responsibilities of the Customer in the Call Off Order Form or agreed in writing between the Parties from time to time in connection with this Call Off Contract;
"Customer Software"	means any software identified as such in the Call Off Order Form together with all other software which is not identified as such in the Call Off Order Form but which is owned by or licensed to the Customer and which is or will be used by the Supplier for the purposes of providing the Goods and/or Services;
"Customer System"	means the Customer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Customer or the Supplier in connection with this Call Off Contract which is owned by or licensed to the Customer by a third party and which interfaces with the Supplier System or which is necessary for the Customer to receive the Goods and/or Services;
"Customer's Confidential Information"	means: <ul style="list-style-type: none"> a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Customer (including all Customer Background IPR and Project Specific IPR); b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Customer's attention or into the Customer's possession in connection with this Call Off Contract; and c) information derived from any of the above;
"Data Controller"	has the meaning given to it in Framework Schedule 1 (Definitions);
"Data Processor"	has the meaning given to it in Framework Schedule 1 (Definitions);;
"Data Protection Legislation" or "DPA"	has the meaning given to it in Framework Schedule 1 (Definitions);;

"Data Subject"	has the meaning given to it in Framework Schedule 1 (Definitions);;
"Data Subject Access Request"	means a request made by a Data Subject in accordance with rights granted pursuant to the DPA to access his or her Personal Data;
"Deductions"	means all Service Credits, Delay Payments or any other deduction which the Customer is paid or is payable under this Call Off Contract;
"Default"	means any breach of the obligations of the Supplier (including but not limited to including abandonment of this Call Off Contract in breach of its terms) or any other default (including material Default), act, omission, negligence or statement of the Supplier, of its Sub-Contractors or any Supplier Personnel howsoever arising in connection with or in relation to the subject-matter of this Call Off Contract and in respect of which the Supplier is liable to the Customer;
"Defect"	means any of the following: <ul style="list-style-type: none"> a) any error, damage or defect in the manufacturing of a Deliverable; or b) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or c) any failure of any Deliverable to provide the performance, features and functionality specified in the requirements of the Customer 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 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 Customer 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;
"Delay"	means: <ul style="list-style-type: none"> 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;
"Delay Payments"	means the amounts payable by the Supplier to the Customer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;

"Delay Period Limit"	shall be the number of days specified in Call Off Schedule 4 (Implementation Plan) for the purposes of Clause 6.4.1(b)(ii);
"Deliverable"	means an item or feature in the supply of the Goods and/or Services delivered or to be delivered by the Supplier at or before a Milestone Date listed in the Implementation Plan (if any) or at any other stage during the performance of this Call Off Contract;
"Delivery"	means delivery in accordance with the terms of this Call Off Contract as confirmed by the issue by the Customer of a Satisfaction Certificate in respect of the relevant Milestone thereof (if any) or otherwise in accordance with this Call Off Contract and accepted by the Customer and "Deliver" and "Delivered" shall be construed accordingly;
"Disaster"	means the occurrence of one or more events which, either separately or cumulatively, mean that the Goods and/or Services, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable) for the period specified in the Call Off Order Form (for the purposes of this definition the "Disaster Period");
"Disaster Recovery Goods and/or Services"	means the Goods and/or Services embodied in the processes and procedures for restoring the provision of Goods and/or Services following the occurrence of a Disaster, as detailed further in Call Off Schedule 8 (Business Continuity and Disaster Recovery);
"Disclosing Party"	has the meaning given to it in Clause 34.4.1 (Confidentiality);
"Dispute"	means any dispute, difference or question of interpretation arising out of or in connection with this Call Off Contract, including any dispute, difference or question of interpretation relating to the Goods and/or Services, failure to agree in accordance with the Variation Procedure or any matter where this Call Off Contract directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure;
"Dispute Notice"	means a written notice served by one Party on the other stating that the Party serving the notice believes that there is a Dispute;
"Dispute Resolution Procedure"	means the dispute resolution procedure set out in Call Off Schedule 11 (Dispute Resolution Procedure);
"Documentation"	means all documentation as: <ul style="list-style-type: none"> a) is required to be supplied by the Supplier to the Customer under this Call Off Contract; b) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Customer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Goods and/or Services;

- c) is required by the Supplier in order to provide the Goods and/or Services; and/or
- d) has been or shall be generated for the purpose of providing the Goods and/or Services;

"DOTAS"

has the meaning given to it in Framework Schedule 1 (Definitions);

"Due Diligence Information"

means any information supplied to the Supplier by or on behalf of the Customer prior to the Call Off Commencement Date;

"Emergency Maintenance"

means ad hoc and unplanned maintenance provided by the Supplier where:

- a) the Customer 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, and notifies the Supplier of the same; or
- b) the Supplier reasonably suspects that the ICT Environment or the Services, or any part the ICT Environment or the Services, has or may have developed a fault;

"Employee Liabilities"

means 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:

- 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 Customer or the Replacement Supplier to a Transferring Supplier Employee which would have been payable by the Supplier or the Sub-Contractor

if such payment should have been made prior to the Service Transfer Date;

- f) claims whether in tort, contract or statute or otherwise;
- g) 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;

"Employment Regulations"

means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the Acquired Rights Directive;

"Environmental Policy"

means to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Customer;

"Environmental Information Regulations or EIRs"

has the meaning given to it in Framework Schedule 1 (Definitions);

"Estimated Year 1 Call Off Contract Charges"

means the sum in pounds estimated by the Customer to be payable by it to the Supplier as the total aggregate Call Off Contract Charges from the Call Off Commencement Date until the end of the first Call Off Contract Year stipulated in the Call Off Order Form;

"Euro Compliant"

means that: (i) the introduction of the euro within any part(s) of the UK shall not affect the performance or functionality of any relevant items nor cause such items to malfunction, end abruptly, provide invalid results or adversely affect the Customer's business; (ii) all currency-reliant and currency-related functions (including all calculations concerning financial data) of any relevant items enable the introduction and operation of the euro; and (iii) in particular each and every relevant item shall, to the extent it performs or relies upon currency-related functions (including all calculations concerning financial data):

- a) be able to perform all such functions in any number of currencies and/or in Euros;
- b) during any transition phase applicable to the relevant part(s) of the UK, be able to deal with multiple currencies and, in relation to the euro and the national currency of the relevant part(s) of the UK, dual denominations;
- c) recognise accept, display and print all the euro currency symbols and alphanumeric codes which

may be adopted by any government and other European Union body in relation to the euro;

- d) incorporate protocols for dealing with rounding and currency conversion;
- e) recognise data irrespective of the currency in which it is expressed (which includes the euro) and express any output data in the national currency of the relevant part(s) of the UK and/or the euro; and

permit the input of data in euro and display an outcome in euro where such data, supporting the Customer's normal business practices, operates in euro and/or the national currency of the relevant part(s) of the UK;

"Exit Plan" means the exit plan described in paragraph 5 of Call Off Schedule 9 (Exit Management);

"Expedited Dispute Timetable" means the timetable set out in paragraph 5 of Call Off Schedule 11 (Dispute Resolution Procedure);

"FOIA" has the meaning given to it in Framework Schedule 1 (Definitions);

"Force Majeure" means any event, occurrence, circumstance, matter or cause affecting the performance by either the Customer or the Supplier of its obligations arising from:

- a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under this Call Off Contract;
- b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;
- c) acts of the Crown, local government or Regulatory Bodies;
- d) fire, flood or any disaster; and
- e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding:
 - i) any industrial dispute relating to the Supplier, the Supplier Personnel (including any subsets of them) or any other failure in the Supplier or the Sub-Contractor's supply chain; and
 - ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and
 - iii) any failure of delay caused by a lack of funds;

"Force Majeure Notice" means a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;

"Former Supplier"	means a supplier supplying the goods and/or services to the Customer before the Relevant Transfer Date that are the same as or substantially similar to the Goods and/or Services (or any part of the Goods and/or Services) and shall include any sub-contractor of such supplier (or any sub-contractor of any such sub-contractor);
"Framework Agreement"	means the framework agreement between the Authority and the Supplier referred to in the Call Off Order Form;
"Framework Commencement Date"	means the date of commencement of the Framework Agreement as stated in the Call Off Schedule 1 (Definitions);
"Framework Period"	means the period from the Framework Commencement Date until the expiry or earlier termination of the Framework Agreement;
"Framework Price(s)"	means the price(s) applicable to the provision of the Goods and/or Services set out in Framework Schedule 3 (Framework Prices and Charging Structure);
"Framework Schedule"	means a schedule to the Framework Agreement;
"Fraud"	has the meaning given to it in Framework Schedule 1 (Definitions);
"Further Competition Procedure"	means the further competition procedure described in paragraph 3 of Framework Schedule 5 (Call Off Procedure);
"General Anti-Abuse Rule"	has the meaning given to it in Framework Schedule 1 (Definitions);
"General Change in Law"	means a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"Good Industry Practice"	has the meaning given to it in Framework Schedule 1 (Definitions);
"Goods"	means the goods to be provided by the Supplier to the Customer as specified in Annex 2 of Call Off Schedule 2 (Goods and and/or Services);
"Government"	has the meaning given to it in Framework Schedule 1 (Definitions);
"Government Procurement Card"	means the Government's preferred method of purchasing and payment for low value goods or services https://www.gov.uk/government/publications/government-procurement-card--2 ;
"Halifax Abuse Principle"	has the meaning given to it in Framework Schedule 1 (Definitions);
"HMRC"	means Her Majesty's Revenue and Customs;
"Holding Company"	has the meaning given to it in Framework Schedule 1 (Definitions);

"ICT Environment"	means the Customer System and the Supplier System;
"ICT Policy"	means the Customer's policy in respect of information and communications technology, referred to in the Call Off Order Form, which is in force as at the Call Off Commencement Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
"Impact Assessment"	has the meaning given to it in Clause 22.1.3 (Variation Procedure);
"Implementation Plan"	means the plan set out in the Call Off Schedule 4 (Implementation Plan);
"Information"	has the meaning given to it in Framework Schedule 1 (Definitions);
"Installation Works"	means all works which the Supplier is to carry out at the beginning of the Call Off Contract Period to install the Goods in accordance with the Call Off Order Form;
"Insolvency Event"	<p>means, in respect of the Supplier or Framework Guarantor or Call Off Guarantor (as applicable):</p> <ul style="list-style-type: none"> a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or c) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or g) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or

	<ul style="list-style-type: none"> h) where the Supplier or Framework Guarantor or Call Off Guarantor is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or i) any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;
"Intellectual Property Rights" or "IPR"	<p>means</p> <ul style="list-style-type: none"> a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, designs, Know-How, trade secrets and other rights in Confidential Information; b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and c) all other rights having equivalent or similar effect in any country or jurisdiction;
"IPR Claim"	<p>means any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Goods and/or Services or as otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Customer in the fulfilment of its obligations under this Call Off Contract;</p>
"Key Performance Indicators" or "KPIs"	<p>means the performance measurements and targets in respect of the Supplier's performance of the Framework Agreement set out in Part B of Framework Schedule 2 (Goods and/or Services and Key Performance Indicators);</p>
"Key Personnel"	<p>means the individuals (if any) identified as such in the Call Off Order Form;</p>
"Key Role(s) "	<p>has the meaning given to it in Clause 26.1 (Key Personnel);</p>
"Key Sub-Contract"	<p>means each Sub-Contract with a Key Sub-Contractor;</p>
"Key Sub-Contractor"	<p>means any Sub-Contractor:</p> <ul style="list-style-type: none"> a) listed in Framework Schedule 7 (Key Sub-Contractors); b) which, in the opinion of the Authority and the Customer, performs (or would perform if appointed) a critical role in the provision of all or any part of the Goods and/or Services; and/or c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Call Off Contract

Charges forecast to be payable under this Call Off Contract;

"Know-How"	means all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Goods and/or Services but excluding know-how already in the other Party's possession before the Call Off Commencement Date;
"Law"	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply;
"Licensed Software"	means all and any Software licensed by or through the Supplier, its Sub-Contractors or any third party to the Customer for the purposes of or pursuant to this Call Off Contract, including any Supplier Software, Third Party Software and/or any Specially Written Software;
"Losses"	means all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly;
"Maintenance Schedule"	has the meaning given to it in Clause 32.9 (Maintenance of the ICT Environment);
"Maintenance Services"	means the maintenance services set out in Schedule 2 of the Framework Agreement and more particularly described at 9.13.3;
"Malicious Software"	means any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
"Man Day"	means 7.5 Man Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
"Man Hours"	means the hours spent by the Supplier Personnel properly working on the provision of the Goods and/or Services including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks;
"Milestone"	means an event or task described in the Implementation Plan which, if applicable, must be completed by the relevant Milestone Date;

"Milestone Date"	means the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
"Milestone Payment"	means a payment identified in the Implementation Plan to be made following the issue of a Satisfaction Certificate in respect of Achievement of the relevant Milestone;
"Month"	means a calendar month and "Monthly" shall be interpreted accordingly;
"New Release"	means 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;
"Occasion of Tax Non-Compliance"	<p>means:</p> <ul style="list-style-type: none"> a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of: <ul style="list-style-type: none"> i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under DOTAS or any equivalent or similar regime in any jurisdiction; and/or b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Call Off Commencement Date or to a civil penalty for fraud or evasion;
"Open Book Data "	<p>means complete and accurate financial and non-financial information which is sufficient to enable the Customer to verify the Call Off Contract Charges already paid or payable and Call Off Contract Charges forecast to be paid during the remainder of this Call Off Contract, including details and all assumptions relating to:</p> <ul style="list-style-type: none"> a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all hardware, software, goods and/or services;

- b) operating expenditure relating to the provision of the Goods and/or Services including an analysis showing:
 - i) the unit costs and quantity of Goods and any other consumables and bought-in goods and services;
 - ii) manpower resources broken down into the number and grade/role of all Supplier Personnel (free of any contingency) together with a list of agreed rates against each manpower grade;
 - iii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier's Profit Margin; and
 - iv) Reimbursable Expenses, if allowed under the Call Off Order Form;
- c) Overheads;
- d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Goods and/or Services;
- e) the Supplier Profit achieved over the Call Off Contract Period and on an annual basis;
- f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;
- g) an explanation of the type and value of risk and contingencies associated with the provision of the Goods and/or Services, including the amount of money attributed to each risk and/or contingency; and
- h) the actual Costs profile for each Month.

"Open Source Software"

means 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 Customer System and the Sites;

"Order"

means the order for the provision of the Goods and/or Services placed by the Customer with the Supplier in accordance with the Framework Agreement and under the terms of this Call Off Contract;

"Other Supplier"

means any supplier to the Customer (other than the Supplier) which is notified to the Supplier from time to time and/or of which the Supplier should have been aware;

"Over-Delivered Goods"	has the meaning given to it in Clause 9.5.1 (Over-Delivered Goods);
"Overhead"	means those amounts which are intended to recover a proportion of the Supplier's or the Key Sub-Contractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Personnel and accordingly included within limb (a) of the definition of "Costs";
"Parent Company"	means any company which is the ultimate Holding Company of the Supplier and which is either responsible directly or indirectly for the business activities of the Supplier or which is engaged by the same or similar business to the Supplier. The term "Holding or Parent Company" shall have the meaning ascribed by the Companies Act 2006 or any statutory re-enactment or amendment thereto;
"Party"	means the Customer or the Supplier and " Parties " shall mean both of them;
"Performance Monitoring System"	has the meaning given to it in Part B of Schedule 6 (Service Levels, Service Credits and Performance Monitoring);
"Performance Monitoring Reports"	has the meaning given to it in Part B of Schedule 6 (Service Level, Service Credit and Performance Monitoring);
"Personal Data"	has the meaning given to it in Framework Schedule 1 (Definitions);
"Permitted Maintenance"	has the meaning given to it in Clause 32.11 (Maintenance of the ICT Environment);
"PQQ Response"	means, where the Framework Agreement has been awarded under the Restricted Procedure, the response submitted by the Supplier to the Pre-Qualification Questionnaire issued by the Authority, and the expressions "Restricted Procedure" and "Pre-Qualification Questionnaire" shall have the meaning given to them in the Regulations;
"Processing"	has the meaning given to it in the Data Protection Legislation but, for the purposes of this Call Off Contract, it shall include both manual and automatic processing and " Process " and " Processed " shall be interpreted accordingly;
"Prohibited Act"	means any of the following: <ul style="list-style-type: none"> a) to directly or indirectly offer, promise or give any person working for or engaged by the Customer and/or the Authority or other Contracting Authority or any other public body a financial or other advantage to:

- i) induce that person to perform improperly a relevant function or activity; or
 - ii) reward that person for improper performance of a relevant function or activity;
- b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement;
- c) committing any offence:
 - i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or
 - ii) under legislation or common law concerning fraudulent acts; or
 - iii) defrauding, attempting to defraud or conspiring to defraud the Customer; or
 - iv) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;

"Project Specific IPR"

means:

- a) Intellectual Property Rights in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Call Off Contract and updates and amendments of these items including (but not limited to) database schema; and/or
- b) IPR in or arising as a result of the performance of the Supplier's obligations under this Call Off Contract and all updates and amendments to the same;

but shall not include the Supplier Background IPR or the Specially Written Software;

"Quality Plans"

shall have the meaning given in Clause 11.2 (Standards and Quality);

"Recipient"

has the meaning given to it in Clause 34.4.1 (Confidentiality);

"Rectification Plan"

means the rectification plan pursuant to the Rectification Plan Process;

"Rectification Plan Process"

means the process set out in Clause 38.2 (Rectification Plan Process);

"Registers"

has the meaning given to in Call Off Schedule 9 (Exit Management);

"Regulations"

has the meaning given to it in Framework Schedule 1 (Definitions);

"Reimbursable Expenses"

has the meaning given to it in Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing);

"Related Supplier"	means any person who provides goods and/or services to the Customer which are related to the Goods and/or Services from time to time;
"Relevant Conviction"	means a Conviction that is relevant to the nature of the Goods and/or Services to be provided or as specified in the Call Off Order Form;
"Relevant Requirements"	means all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010;
"Relevant Tax Authority"	means HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Relevant Transfer"	means a transfer of employment to which the Employment Regulations applies;
"Relevant Transfer Date"	means, in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place;
"Relief Notice"	has the meaning given to it in Clause 39.2.2 (Supplier Relief Due to Customer Cause);
"Replacement Goods"	means any goods which are substantially similar to any of the Goods and which the Customer receives in substitution for any of the Goods following the Call Off Expiry Date, whether those goods are provided by the Customer internally and/or by any third party;
"Replacement Services"	means any services which are substantially similar to any of the Goods and/or Services and which the Customer receives in substitution for any of the Services following the Call Off Expiry Date, whether those services are provided by the Customer internally and/or by any third party;
"Replacement Sub-Contractor"	means a sub-contractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any sub-contractor of any such sub-contractor);
"Replacement Supplier"	means any third party provider of Replacement Goods and/or Services appointed by or at the direction of the Customer from time to time or where the Customer is providing Replacement Goods and/or Services for its own account, shall also include the Customer;
"Request for Information"	means a request for information or an apparent request relating to this Call Off Contract or the provision of the Goods and/or Services or an apparent request for such information under the FOIA or the EIRs;
"Restricted Countries"	has the meaning given to it in Clause 34.7.3 (Protection of Personal Data);
"Satisfaction Certificate"	means the certificate materially in the form of the document contained in Call Off Schedule 5 (Testing) granted by the Customer when the Supplier has Achieved a Milestone or a Test;

"Security Management Plan"	means the Supplier's security management plan prepared pursuant to paragraph 4 of Call Off Schedule 7 (Security) a draft of which has been provided by the Supplier to the Customer in accordance with paragraph 4 of Call Off Schedule 7 (Security) and as updated from time to time;
"Security Policy"	means the Customer's security policy, referred to in the Call Off Order Form, in force as at the Call Off Commencement Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
"Security Policy Framework"	the current HMG Security Policy Framework that can be found at https://www.gov.uk/government/publications/security-policy-framework ;
"Service Credit Cap"	has the meaning given to it in the Call Off Order Form;
"Service Credits"	means any service credits specified in Annex 1 to Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring) being payable by the Supplier to the Customer in respect of any failure by the Supplier to meet one or more Service Levels;
"Service Failure"	means an unplanned failure and interruption to the provision of the Goods and/or Services, reduction in the quality of the provision of the Goods and/or Services or event which could affect the provision of the Goods and/or Services in the future;
"Service Level Failure"	means a failure to meet the Service Level Performance Measure in respect of a Service Level Performance Criterion;
"Service Level Performance Criteria"	has the meaning given to it in Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring);
"Service Level Performance Measure"	shall be as set out against the relevant Service Level Performance Criterion in Annex 1 of Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring);
"Service Level Threshold"	shall be as set out against the relevant Service Level Performance Criterion in Annex 1 of Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring);
"Service Levels"	means any service levels applicable to the provision of the Goods and/or Services under this Call Off Contract specified in Annex 1 to Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring);
"Service Transfer"	means any transfer of the Goods and/or Services (or any part of the Goods and/or Services), for whatever reason, from the Supplier or any Sub-Contractor to a Replacement Supplier or a Replacement Sub-Contractor;

"Service Transfer Date"	means the date of a Service Transfer;
"Services"	means the services to be provided by the Supplier to the Customer as referred to in Annex A of Call Off Schedule 2 (Goods and Services);
"Sites"	means any premises (including the Customer Premises, the Supplier's premises or third party premises) from, to or at which: <ul style="list-style-type: none"> a) the Goods and/or Services are (or are to be) provided; or b) the Supplier manages, organises or otherwise directs the provision or the use of the Goods and/or Services; or c) where: any part of the Supplier System is situated; or d) any physical interface with the Customer System takes place;
"Software"	means Specially Written Software, Supplier Software and Third Party Software;
"Software Supporting Materials"	has the meaning given to it in Clause 33.2.1(b) (Licences granted by the Supplier: Specially Written Software and Project Specific IPR);
"Source Code"	means 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"	means 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 Call Off Contract, including any modifications or enhancements to Supplier Software or Third Party Software created specifically for the purposes of this Call Off Contract;
"Specific Change in Law"	means a Change in Law that relates specifically to the business of the Customer and which would not affect a Comparable Supply;
"Staffing Information"	has the meaning give to it in Call Off Schedule 10 (Staff Transfer);
"Standards"	means any: <ul style="list-style-type: none"> a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced

operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with;

- b) standards detailed in the specification in Framework Schedule 2 (Goods and/or Services and Key Performance Indicators);
- c) standards detailed by the Customer in the Call Off Order Form or agreed between the Parties from time to time;
- d) relevant Government codes of practice and guidance applicable from time to time.

"Statement of Requirements"

means a statement issued by the Customer detailing its requirements in respect of Goods and/or Services, issued in accordance with the Call Off Procedure;

"Sub-Contract"

means any contract or agreement (or proposed contract or agreement), other than this Call Off Contract or the Framework Agreement, pursuant to which a third party:

- a) provides the Goods and/or Services (or any part of them);
- b) provides facilities or Goods and/or Services necessary for the provision of the Goods and/or Services (or any part of them); and/or
- c) is responsible for the management, direction or control of the provision of the Goods and/or Services (or any part of them);

"Sub-Contractor"

means any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;

"Supplier"

means the person, firm or company with whom the Customer enters into this Call Off Contract as identified in the Call Off Order Form;

"Supplier Assets"

means all assets and rights used by the Supplier to provide the Goods and/or Services in accordance with this Call Off Contract but excluding the Customer Assets;

"Supplier Background IPR"

means

- a) Intellectual Property Rights owned by the Supplier before the Call Off Commencement Date, for example those subsisting in the Supplier's standard development tools, program components or standard code used in computer programming or in physical or electronic media containing the Supplier's Know-How or generic business methodologies; and/or
- b) Intellectual Property Rights created by the Supplier independently of this Call Off Contract,
- c) but excluding Intellectual Property Rights owned by the Supplier subsisting in the Supplier Software;

"Supplier Personnel"	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Sub-Contractor engaged in the performance of the Supplier's obligations under this Call Off Contract;
"Supplier Equipment"	means the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Customer) in the performance of its obligations under this Call Off Contract; or means the definition as set out in Framework Schedule 2 (Part A: Goods and Services), as applicable;
"Supplier Non-Performance"	has the meaning given to it in Clause 39.1 (Supplier Relief Due to Customer Cause);
"Supplier Personnel"	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Sub-Contractor engaged in the performance of the Supplier's obligations under this Call Off Contract;
"Supplier Profit"	means, in relation to a period or a Milestone (as the context requires), the difference between the total Call Off Charges (in nominal cash flow terms but excluding any Deductions) and total Costs (in nominal cash flow terms) for the relevant period or in relation to the relevant Milestone;
"Supplier Profit Margin"	means, in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Call Off Contract Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
"Supplier Representative"	means the representative appointed by the Supplier named in the Call Off Order Form;
"Supplier Software"	means any software which is proprietary to the Supplier (or an Affiliate of the Supplier) and identified as such in the Call Off Order Form together with all other such software which is not identified in the Call Off Order Form but which is or will be used by the Supplier or any Sub-Contractor for the purposes of providing the Goods and/or Services or is embedded in and in respect of such other software as required to be licensed in order for the Customer to receive the benefit of and/or make use of the Goods and/or Services;
"Supplier System"	means the information and communications technology system used by the Supplier in supplying the Goods and/or Services, including the Supplier Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Customer System);

"Supplier's Confidential Information"	<p>means</p> <p>a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Background IPR) trade secrets, Know-How, and/or personnel of the Supplier;</p> <p>b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with this Call Off Contract;</p> <p>c) information derived from any of the above.</p>
"Template Call Off Order Form"	means the template Call Off Order Form in Annex 1 of Framework Schedule 4 (Template Call Off Order Form and Template Call Off Terms);
"Template Call Off Terms"	means the template terms and conditions in Annex 2 of Framework Schedule 4 (Template Call Off Order Form and Template Call Off Terms);
"Tender"	means the tender submitted by the Supplier to the Authority and annexed to or referred to in Framework Schedule 21;
"Termination Notice"	means a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Call Off Contract on a specified date and setting out the grounds for termination;
"Test Issue"	means any variance or non-conformity of the Goods and/or Services or Deliverables from their requirements as set out in the Call Off Contract;
"Test Plan"	<p>means a plan:</p> <p>a) for the Testing of the Deliverables; and</p> <p>b) setting out other agreed criteria related to the achievement of Milestones,</p> <p>as described further in paragraph 6 of Call of Schedule 5 (Testing);</p>
"Test Strategy"	means a strategy for the conduct of Testing as described further in paragraph 5 of Call Off Schedule 5 (Testing);
"Tests and Testing"	means any tests required to be carried out pursuant to this Call Off Contract as set out in the Test Plan or elsewhere in this Call Off Contract and "Tested" shall be construed accordingly;
"Third Party IPR"	means Intellectual Property Rights owned by a third party but excluding Intellectual Property Rights owned by the third party subsisting in any Third Party Software;

"Third Party Software"	means any software identified as such in the Call Off Order Form together with all other software which is not listed in the Call Off Order Form which is proprietary to any third party (other than an Affiliate of the Supplier) or any Open Source Software which is or will be used by the Supplier for the purposes of providing the Goods and/or Services);
"Transferring Customer Employees"	those employees of the Customer to whom the Employment Regulations will apply on the Relevant Transfer Date;
"Transferring Former Supplier Employees"	in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date;
"Transferring Supplier Employees"	means those employees of the Supplier and/or the Supplier's Sub-Contractors to whom the Employment Regulations will apply on the Service Transfer Date.
"Transparency Principles"	has the meaning given to it in Framework Schedule 1 (Definitions);
"Transparency Reports"	means the information relating to the Services and performance of this Call Off Contract which the Supplier is required to provide to the Authority in accordance with the reporting requirements in Schedule 13;
"Undelivered Goods"	has the meaning given to it in Clause 9.4.1 (Goods);
"Undelivered Goods and/or Services"	has the meaning given to it in Clause 8.4.1 (Goods and/or Services);
"Undisputed Sums Time Period"	has the meaning given to it Clause 42.1.1 (Termination of Customer Cause for Failure to Pay);
"Update"	means in relation to any Software and/or any Deliverable means a version of such item which has been produced primarily to overcome Defects in, or to improve the operation of, that item;
"Upgrade"	means any patch, New Release or upgrade of Software and/or a Deliverable, including standard upgrades, product enhancements, and any modifications, but excluding any Update which the Supplier or a third party software supplier (or any Affiliate of the Supplier or any third party) releases during the Call Off Contract Period;
"Valid Invoice"	means an invoice issued by the Supplier to the Customer that complies with the invoicing procedure in paragraph 7 (Invoicing Procedure) of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing);
"Variation"	has the meaning given to it in Clause 22.1 (Variation Procedure);
"Variation Form"	means the form set out in Call Off Schedule 12 (Variation Form);
"Variation Procedure"	means the procedure set out in Clause 22.1 (Variation Procedure);

"VAT"	has the meaning given to it in Framework Schedule 1 (Definitions);
"Warranty Period"	means, in relation to any Goods, the warranty period specified in the Call Off Order Form;
"Worker"	means any one of the Supplier Personnel which the Customer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees applies in respect of the Goods and/or Services.
"Working Day"	means any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in this Call Off Contract.

CALL OFF SCHEDULE 2: GOODS AND/OR SERVICES

1. INTRODUCTION

1.1 This Call Off Schedule 2 specifies the:

1.1.1 Services to be provided under this Call Off Contract, in Annex 1; and

1.1.2 Goods to be provided under this Call Off Contract, in Annex 2.

ANNEX 1: THE SERVICES

1. STRATEGIC DIRECTION OF CALL OFF CONTRACT

- 1.1 The Supplier shall deliver value for money via efficiency savings, and reducing the overall costs of the service(s).
- 1.2 Throughout the transition period, the Supplier shall refresh the equipment fleet for both services, and thus improve the customer experience, and increase the resilience, reliability and quality of the services. Following the transition period any further equipment refresh will be agreed between the Customer and the Supplier via the Change Control Process.

2. SCOPE OF THE REQUIREMENT

- 2.1 The Supplier shall meet the requirements from the outset of the contract (i.e. the “Go Live” date) to ensure continuity of service for the Customer’s MFD and Reprographic Services.
 - 2.1.1 On Go Live the Supplier shall ensure they have the following in place:
 - 2.1.1.1 Customer wide MFD Service inclusive of desk-side printing, faxing, copying and scanning;
 - 2.1.1.2 Customer wide Reprographic Service for copying documents in bulk;
 - 2.1.1.3 The Supplier shall be expected to replace the current MFD fleet during the transition period of the contract, with new MFDs and printers. This shall provide a service that includes comprehensive Management Information and control of the MFD estate.

2.2 MFD SERVICE

- 2.2.1 The Supplier shall provide as part of the overall delivery of this service the hardware, software, applications, delivery, installation, decommissioning, removal and on-going management of the solution including advice and recommendations.

2.3 REPROGRAPHIC SERVICE

- 2.3.1 From contract go live the Supplier, as a minimum, shall provide a Reprographic Service which is efficient and capable of delivering the following for the volumes required:

- 2.3.1.1 high volume copying;

- 2.3.1.2 high quality copying;

- 2.3.1.3 a range of special print finishes;

- 2.3.1.4 a range of formatting including wide format (anything over A3);

- 2.3.1.5 a mono and colour printing facility.

2.4 INCLUSIONS

- 2.4.1 The Service shall include all office-based printer / output devices across all Customer agencies.

- 2.4.2 The Supplier shall be responsible for machines used in the Reprographic Service.

2.5 OUT OF SCOPE

- 2.5.1 Print production service (the provision of business printed products, including forms and leaflets, known in the Customer as 'stationery' items).

- 2.5.2 Provision of paper for desktop printers and copiers.

- 2.5.3 Delivery of items, undertaken by third Party Supplier.

- 2.5.4 Scanning of mail and documents received by the Customer is undertaken by third Party Suppliers.

- 2.5.5 Braille printers.

- 2.5.6 Plotters.

3. THE REQUIREMENT

3.1 MFD SPECIFIC REQUIREMENTS

- 3.1.1 The Supplier shall provide a fully managed MFD Service which covers all activities related to the provision, management and support of the Customer's office printing services within scope of the requirement and includes: End User Printing Devices and End User Printing Support.
- 3.1.2 The MFD Service shall include sites in England, Northern Ireland, Scotland and Wales.
- 3.1.3 The Supplier shall deliver a service based model charged on a "per click" basis. Devices will be owned by the Supplier, with operating, maintenance, decommissioning consumables and management costs forming part of the inclusive "per click" rate as referred to in Annex 1 of Call Off Schedule 3.
- 3.1.4 The Supplier shall deploy and configure new print devices to all sites of the Customer's estate in line with the deployment plan; subject to the site survey.
- 3.1.5 The Supplier shall provide details of their site survey approach for gathering the site requirements. The timescales for completing the survey shall be agreed with the Customer.
- 3.1.6 The Supplier shall work together with the Customer to provide, as a minimum, a site survey detailing, but not limited to:
 - 3.1.6.1 Number and type of printers required and associated ratio;
 - 3.1.6.2 Where printers will be physically located on a floor plan;
 - 3.1.6.3 What data ports will be required;
 - 3.1.6.4 Explaining to site what will happen on implementation day;
 - 3.1.6.5 Access to buildings when printers get delivered;
 - 3.1.6.6 Establishing site contacts;
 - 3.1.6.7 Agrees roles and responsibilities for all involved.
- 3.1.7 The Supplier shall rationalise the range and number of devices available across the estate, whilst reducing the number of ports utilised.
- 3.1.8 The Supplier shall provide the minimum number of MFD Models that meet the requirements for the Customer. As a minimum the range shall include devices that meet the following criteria:

Printer Functions	Black & White	Colour
A3 printing	Model A	Model B
A4 printing	Average daily volume: 900ppd	Average daily volume: 900ppd
Fax	Minimum print speed: 50ppm	Minimum print speed: 40ppm
Scan		
Copy		
Staple		
A4 printing	Model C	Model D
Fax	Average daily volume: 150ppd	Average daily volume: 150ppd
Scan	Minimum print speed: 35ppm	Minimum print speed: 35ppm
Copy		
Staple		
A4 Printing	Model E	Model F
	Average daily volume: 550ppd	Average daily volume: 550ppd
	Minimum print speed: 60ppm	Minimum print speed: 60ppm

Table 1

3.1.9 The Supplier shall ensure that the range of equipment proposed provides an acceptable user per device ratio, of twenty (20) users per a single device, unless otherwise agreed by the Customer.

3.1.10 The Supplier shall provide a range of equipment that is easy to use for the Customer's staff. This should include but not be limited to:

3.1.10.1 Functionality available on main menu;

3.1.10.2 The user journey map for using scan, copy, fax and print functionality;

3.1.10.3 The level of nesting (i.e., number of clicks) to use scan, copy, fax and print functionality;

3.1.10.4 Screens and functions buttons that assist people with accessibility issues;

3.1.10.5 Size of display screen;

- 3.1.10.6 The resolution of the display screen;
- 3.1.10.7 Capacity of paper tray;
- 3.1.10.8 Range of paper sizes that can be accommodated.
- 3.1.11 The Supplier shall work with the Customer to agree the final deployment and service transition plan. The Supplier shall update the plan when required, in line with the Customer's change of location and infrastructure.
- 3.1.12 The Supplier shall agree timescales with the Customer.
- 3.1.13 The Supplier shall agree a process with the Customer for any subsequent (re)location and (re)deployment of devices during the contract.
- 3.1.14 Any additional costs such as repositioning of cable, ports etc. should be factored in by the Suppliers.
- 3.1.15 The Supplier shall ensure that the process for the ordering of replacement consumables is automated, for example toners and staples.
- 3.1.16 The Supplier shall not be required to manage the incumbent's legacy equipment but shall work in collaboration with the incumbent to manage a smooth transition of services.

3.2 MFD FUNCTIONAL REQUIREMENTS

- 3.2.1 The Supplier shall ensure that users can print from the Customer's applications including legacy applications and new applications. This may require the Supplier's engagement with other third party service providers.
- 3.2.2 The range of MFDs shall be capable of printing, faxing, scanning and copying.
- 3.2.3 The Supplier shall provide the required number and mix of devices for each location. This will be determined by the outcome of the site survey.
- 3.2.4 The Supplier shall support a deployment where specific queues are published as a "pull" and others as a "push".
- 3.2.5 For "pull" printing, users shall authenticate themselves at the printer (any printer at any site) using the authentication method as detailed in paragraph 3.2.10.33 of this document.
- 3.2.6 For "push" printing, Users will have the option to set and retain a 4-digit PIN number on a Customer MFD which they can use to keep their print job secure. At the MFD Users will release secure print jobs using their PIN. However the default setting for "push" printing must be set so no PIN is required.

- 3.2.7 The Supplier shall be required to develop and enhance printer functionality, to enable new applications to be deployed to the printer by applying a software change, without the need to upgrade the printers on site.
- 3.2.8 During the transition from the legacy service to the transformed service, the Supplier shall ensure that the following functionality is available:
 - 3.2.8.1 Users from a transformed office can print when visiting a legacy site;
 - 3.2.8.2 User from legacy site can print when visiting a transformed site.
- 3.2.9 The Supplier shall ensure that continuity of service is maintained for users during the transition process.
- 3.2.10 The following functionality and compatibility is required as a minimum by the Customer:
 - 3.2.10.1 Network printing;
 - 3.2.10.2 Follow-Me printing;
 - 3.2.10.3 Printing from IOS / Android Devices (including Smartphones);
 - 3.2.10.4 Solution compatible with Windows 7, 8.1 and 10;
 - 3.2.10.5 Solution compatible with Office 365;
 - 3.2.10.6 Solution will be compatible with Windows Server 2003, 2008, 2012 and 2016;
 - 3.2.10.7 Solution will be compatible with a Citrix infrastructure;
 - 3.2.10.8 Solution will be compatible with Thin Print (or equivalent) technology;
 - 3.2.10.9 Solution compatible with Cloud Printing;
 - 3.2.10.10 Printing from Thick and Thin Clients;
 - 3.2.10.11 Photocopying;
 - 3.2.10.12 Faxing to allow receipt/transmission of facsimile documents;
 - 3.2.10.13 A3 and A4 black and white printing in simplex, duplex and booklet formats;
 - 3.2.10.14 A3 and A4 black and white copying in simplex, duplex and booklet formats;
 - 3.2.10.15 A3 and A4 colour printing in simplex, duplex and booklet formats;

- 3.2.10.16 A3 and A4 colour copying in simplex, duplex and booklet formats;
- 3.2.10.17 Scan to email, to internal Customer email addresses;
- 3.2.10.18 Scan to network, to Customer network shared drive;
- 3.2.10.19 Duplex printing and copying to be activated as default;
- 3.2.10.20 Enlarge, reduce, sort, stack and staple available on the device when copying;
- 3.2.10.21 Sort, stack and staple available on the device when printing;
- 3.2.10.22 Printed output speeds, a minimum of 35-60 pages per minute as described in Table 1 at 3.1.8;
- 3.2.10.23 The Supplier shall ensure that all print devices are compatible with the Welsh language including any related special characters, for example accents etc;
- 3.2.10.24 Processing power and memory in line with industry standards, to ensure minimal delay when sending large documents for printing, and to ensure high print speeds with low latency;
- 3.2.10.25 USB ports to be disabled on all devices;
- 3.2.10.26 Ability for individual users to access data relating to their print usage;
- 3.2.10.27 Integration with 'TechNow' Service Management Reporting, see Appendix I (TechNow Overview) of Annex 1 of Call Off Schedule 2.
- 3.2.10.28 The devices must have remote diagnostics allowing real time monitoring and performance of the device;
- 3.2.10.29 Pro-active management of consumables;
- 3.2.10.30 Spent consumables should be re-cycled in line with the sustainability policy. The Supplier shall agree with the Customer how often these should be collected from site (also see Call Off Schedule 17);
- 3.2.10.31 The Customer to have access to the Suppliers Management Information system;
- 3.2.10.32 The Supplier shall provide evidence that they follow the IT Service Lifecycle principles and processes detailed in ITIL (Information Technology Infrastructure Library) v3. ITIL v3 is a framework providing best practice guidelines on all aspects of end to end service management. It covers complete spectrum of people, processes, products and use of partners.

3.2.10.33 User Authentication at the Printer

- (a) The Supplier shall provide an authentication method with a RFID sticker with, for example, the option of a blank Printer Card to enable Users Access to Pull Printing (“Follow Me Printing”).
 - I. The branding/numbering of the Printer Cards will be advised by the Customer.
 - II. Authentication will be via the Users Active Directory account.
 - III. A mechanism/process which permits users to self-provision the Printer Smartcards will be required.
 - IV. A PIN mechanism will also be useful as a backup to the Printer Smartcards. Lost cards need to be disabled within 1 hour of being reported to the Supplier.
 - V. The procedures governing Printer Smart Card management and distribution need to be agreed between the Supplier and the Customer.

NB. The Supplier should note that this functionality for ‘follow me’ printing shall have the capability of being turned on/off as required by the Customer.

3.3 USER ACCESS

- 3.3.1 Once the Customer decides to enable ‘Follow Me’ printing, the Supplier shall ensure that any Customer User must have the ability to print at any of the Departments sites. Home workers must be able to submit their print job to an available print queue so they can print it off when they attend any Customer site. Users will authenticate themselves at the printer.

3.4 ACCESSIBILITY

3.4.1 The Supplier shall work with the Customer accessibility team and current Suppliers to supply the optimum solution. The Customer currently has 800 registered accessibility users.

3.5 INTERNET USABILITY

3.5.1 The Supplier shall ensure the solution adheres to departmental usability standards, which are in line with the W3C standards <http://www.w3.org/>.

3.5.2 The Supplier shall ensure the solution provides facilities for the changes to be made, by the Supplier, to any user interface in order to continuously improve the user experience.

3.6 HELP FACILITIES (FOR / ON THE PRINT DEVICES)

3.6.1 The Supplier shall provide MFDs which have displays with help facilities guiding users on resolving problems with the printer or help on using functions of the device.

3.6.2 The Supplier shall provide posters (or similar) to be placed near MFDs, with step by step instructions for use. Posters will be at least A3, in colour and will remain throughout the contract period.

3.6.3 The Supplier shall provide guidance that will be placed on the Customer's intranet. Guidance should be made available electronically. Guidance shall include illustrations that users can follow.

3.6.4 The Supplier shall provide a knowledge base inclusive of Frequently Asked Questions documentation.

3.6.5 The Supplier shall provide training material to Key User staff as part of the deployment process before new printers are deployed. The Supplier shall provide interactive training that enables Users to practice what they have been taught. This can take the form of face to face, hard copy, video or a mixture of all 3 methods. The Supplier shall provide details of how long each piece of training takes and include this in the Implementation Plan.

3.6.6 Please detail how you will meet the Customer's requirement for increased self-help and self-service for all users.

3.6.7 The Supplier shall provide Key User staff with instruction once devices have been deployed. The Supplier shall manage the training of Key Users. The Key User may be deployed as floorwalkers to help staff access the new printers and help users at each site. Initial user training & support is expected to be up to 4 hours on site, as a minimum.

3.6.8 A digital start-up pack will be distributed to each Local Site Representative (LSR) ahead of site deployment as part of an agreed Communications Plan. The Supplier shall provide an illustrated guide

that describes the essential steps that need to be taken so that a site can use their new printers.

3.7 TECHNOW

- 3.7.1 The presentation at Appendix I (TechNow Overview) of Annex 1 of Call Off Schedule 2 illustrates how TechNow operates and what areas the Supplier will need to integrate with. TechNow is the Customer's implementation of Service Now ©. Suppliers should appraise themselves on how Service Now © is used for IT Service Management.
- 3.7.2 Integration by the Supplier will be Sustainable via a Customer on-boarding process. See Appendix J (Technology On-boarding to Service Integration) of Annex 1 of Call Off Schedule 2.

3.8 DESKTOP APPLICATION DEVELOPER'S GUIDE (ADG)

- 3.8.1 This provides details of the Customer current Desktop Infrastructure which the Supplier shall comply with. The document will;
 - 3.8.1.1 Communicate high-level information about the Customer's platform to developers;
 - 3.8.1.2 Recommend best practices to developers targeting the Customer's desktop environment;
 - 3.8.1.3 Inform developers of the rules & requirements for running applications on the current Customer platform.
- 3.8.2 The Desktop ADG is currently undergoing a review, to include details for Windows 10, Office 365 and Mobile solutions that will be deployed in the Customer. For current version, see Appendix K (Desktop ADG) of Annex 1 of Call Off Schedule 2.

3.9 GENERIC SERVICE OBLIGATIONS (GSOS)

- 3.9.1 The Supplier must comply with the Supplier control document in Appendix L _ GSO (Generic Service Obligations) of Annex 1 of Call Off Schedule 2.

3.10 TECHNOLOGY ON-BOARDING

- 3.10.1 The Supplier shall adhere to the processes relating to technology on-boarding, see Appendix J (Technology On-boarding to Service Integration) of Annex 1 of Call Off Schedule 2.

3.11 REPROGRAPHIC SPECIFIC REQUIREMENTS

- 3.11.1 The Supplier shall provide a service that has the capacity to meet the Customer reprographic submission volumes. Details of these volumes are contained in Appendix E (Volumetrics) of Annex 1 of Call Off Schedule 2. The service is open to all Contract Customer staff across

all 900 sites but the primary users of this service are the Customer's benefit appeals team. A list of the primary locations of these teams is included in Appendix M (BRU/DWP office mapping) of Annex 1 of Call Off Schedule 2.

- 3.11.2 The Supplier shall be responsible for all the required reprographic equipment for the term of the contract and should ensure it is maintained in line with manufacturer's recommendations. The Customer will not be responsible for the costs associated with any maintenance.
- 3.11.3 The Supplier shall not make use of the Customer's locations and/or premises. Any operating costs associated with the Supplier's delivery model should be included within the Price tendered at Annex 1 of Call Off Schedule 3.
- 3.11.4 To meet the Customer's requirements and to ensure a continuity of service, there must be:
 - 3.11.4.1 A minimum of 2 Reprographic Service sites
 - 3.11.4.2 Each site shall run simultaneously, that is sites wshall be in operation at the same time (running 'hot hot', "operating live")
 - 3.11.4.3 Each site, on its own, shall have the capacity to handle a reprographic volume of 230,000 pages per day on behalf of the Customer. To ensure business continuity, in the event one site should go down the other site should be able to take up the full capacity requirements of the Customer.
 - 3.11.4.4 Reprographic Sites should have a minimum disaster recovery distance of 50 miles.
- 3.11.5 The Supplier shall transition services from existing Customer premises to Supplier premises but must ensure there is continuity of service.
- 3.11.6 The Customer will need to approve the Supplier's implementation plan for migrating services from the existing Supplier to the new Supplier.

- 3.11.7 The Supplier shall work collaboratively with the Customer over the course of the contract period to support any innovations in workflow optimisation and efficiency, in particular processes that improve the speed of input and output of documents.
- 3.11.7.1 Current referral methods include:
- (a) Secure email;
 - (b) Secure file transfer;
 - (c) Secure physical document transfer by courier.
- 3.11.8 The Reprographic Service shall have transitioned from the existing solution to the new solution and be fully operational by 01 July 2018.
- 3.11.9 The Supplier shall provide a named account manager(s):
- 3.11.9.1 To deal with any issues, complaints or queries from the Customer;
- 3.11.9.2 To work with the Customer on reprographics submission forecasting, capacity and to ensure SLAs are met.
- 3.11.10 The Supplier shall provide a service which offers high volume document copying, including but not limited to:
- 3.11.10.1 Standard formats (A3, A4 and A5);
- 3.11.10.2 Wide format as follows:
- (a) A0 – 1189mm x 841mm;
 - (b) A1 – 840mm x 594mm;
 - (c) A2 – 594mm x 420mm;
- 3.11.10.3 Colour printing.
- 3.11.11 The Supplier shall provide special finishing services, including but not limited to:
- (a) Collation, Cutting, Folding, Stapling (Portrait, Landscape, Dual);
 - (b) Page Numbering;
 - (c) Punching / Drilling (2 hole, 4 hole, or ad-hoc single);
 - (d) Binding (including: Thermal Bind, Slide Bind, Comb Bind);
 - (e) Laminating;
 - (f) Booklet Making and Wide Format;

- 3.11.12 The Supplier shall ensure that all IT equipment and software associated with the reprographic service has the functionality to both receive, print and copy Welsh language reprographic submission requests including all associated symbols and characters.
- 3.11.13 As a minimum the Supplier is required to use a base level of paper that meets A4/A3, 80gsm and 100% recycled standards.
- 3.11.14 The Supplier shall provide a service that has the capacity to meet the Customer's reprographic submission volumes in Appendix E (Volumetrics) of Annex 1 of Call Off Schedule 2.
- 3.11.15 The Supplier is required to demonstrate how it will manage and increase capacity to handle changes in reprographic volumes, for example, if volumes increased by 20-30% due to the Customer's appeals process, and / or policy change.
- 3.11.16 The Supplier's reprographic equipment and services shall be capable of meeting the Service Level Agreements detailed at Annex 1, Part A of Call Off Schedule 6..
- 3.11.17 The Supplier's service shall provide two levels of service to help the Customer meet its business objectives:
- (a) Immediate – 24 hour turnaround of reprographic jobs completed and dispatched within 24 hours from receipt of job by the Supplier and;
 - (b) Standard – 72 hour turnaround of reprographic jobs completed and dispatched within 72 hours from receipt of job by the Supplier.
- 3.11.18 The Supplier shall manage all reprographic submission requests in order to meet all Service Level Agreements detailed at Annex 1, Part A of Call Off Schedule.
- 3.11.19 The Supplier's services shall be capable of receiving both electronic and hard copies of documents for reprographic service requests.
- 3.11.20 The Supplier shall use the Customer's contracted courier service to both receive, in the case of hard copy submission requests and despatch job submissions to the Customer or if requested to do so to any third parties indicated by the Customer.
- 3.11.21 The Supplier shall work collaboratively with the Customer and any third party supplier.
- 3.11.22 The Supplier shall provide clearly defined process maps and guidance that can be placed on the Customer's intranet covering all reprographic processes, as a minimum:
- How to complete the request template;
 - How to use the reprographic estimating tool;
 - How to submit hard copy reprographic request;
 - How to submit an electronic reprographic request;

- How to raise an issue, complaint or urgent request.

3.11.23 The Supplier shall provide an estimating tool for the Customer to use as a guide to the approximated cost for each job before a reprographic request is submitted and whether this is the most cost-effective option available.

3.11.24 The Supplier shall ensure access to an estimating tool for the Customer's staff. The format of the estimating tool will need to be agreed with the Customer and need to be compatible with the Customer's Intranet site.

3.11.25 The Customer will make requests using a reprographics request form. An example of a reprographic request form is provided in Appendix G of Annex 1 of Call Off Schedule 2

3.11.26 The Supplier shall provide a reprographics request form for the Customer staff to use.

3.11.27 The Supplier shall ensure the reprographic request form names the individual(s) who completed the work, when the form is returned with the work to the originator.

3.11.28 The Customer's reprographic submissions may contain extremely sensitive information, inappropriate handling of which could potentially lead to embarrassment, reputational damage or extreme trauma to the Customer's claimants and customers. The Supplier shall provide a secure environment, with named resources, from point of receipt to point of despatch, including stored or retained data, for its handling.

3.11.29 The Supplier shall comply with the relevant processes and security arrangements with the Customer.

3.11.30 Child Maintenance Group (CMG) Specific Requirements

3.11.30.1 There are legal requirements around CMG Appeals due to the particularly sensitive nature of their work.

3.11.30.2 These requirements are:

- (a) The Supplier must despatch completed CMG Appeals job submissions only to CMG, and not to appellants or the Tribunal Service. These will be identified from the job request form.

3.12 HELPDESK / SUPPORT FACILITIES – MFD AND REPROGRAPHIC SERVICE

3.12.1 The Supplier shall provide a Helpdesk facility to cover all aspects of the MFD and Reprographics Services of the contract.

3.12.2 TechNow will be used as the first touch point for customers with MFD related enquiries. Calls will be triaged by TechNow agents and passed to the Supplier for support where applicable. The Supplier's Helpdesk facility should link with TechNow in order to facilitate the issues resolution process.

- 3.12.3 The TechNow functionality is used for MFD purposes only, customers will contact the Helpdesk as the first touch point for all reprographic service related enquiries.
- 3.12.4 The Helpdesk(s) must provide Customer staff with a service request number or similar identification methods in order for the Customer and the Supplier to trace, reference and progress helpdesk enquiries.
- 3.12.5 The Helpdesk(s) must have appropriate contact points and routes for escalation for both MFD and Reprographic Services.
- 3.12.6 Helpdesk(s) response times must meet the service level agreements detailed at Appendix 1, Part A of Call Off Schedule 6.
- 3.12.7 Helpdesk(s) must be able to provide a service that covers the Customer's operating hours, Monday to Saturday from 08:00 to 20:00.

Service hours are subject to change.
- 3.12.8 The Supplier shall match the business hours of the Customer, including dates of Bank Holidays in Northern Ireland and Scotland, which can differ from those in England and Wales.
- 3.12.9 These may be subject to variation during the period of the contract.
- 3.12.10 Within the Customer operational sites (e.g. jobcentres, pension centres) staffing levels will be at 30% of normal levels between the hours of 17:00 to 20:00.
- 3.12.11 Currently, on average, the Customer raises 1100 incidents per month.

3.12.12 MFD Specific Helpdesk Requirements

3.12.13 The Helpdesk shall integrate with the requirements set out in TechNow and GSO's, see Appendices I and L of Annex 1 of Call Off Schedule 2 respectively. TechNow will be used as the first touch point for customers, and calls will be triaged and passed to the Supplier for support where applicable.

3.12.14 The Supplier shall agree levels of access with the Customer, to ensure functionality is appropriate to Users. Furthermore, requests to provision / deprovision Users from control groups will be made via TechNow. The Supplier should automate such requests where possible via TechNow.

3.12.14.1 The Supplier Helpdesk / Incident Resolution

3.12.14.2 Severity incident levels are defined as:

- (a) Severity 1 Incident - The deployment of a driver, software upgrade or security patch causes the whole MFD estate to go down. Resolution within 4 hours.
- (b) Severity 2 Incident - The deployment of a driver, software upgrade or security patch causes all MFDs of a particular model to go down. Resolution within 6 hours.

3.12.14.3 The Supplier Helpdesk shall provide the following as a minimum:

3.12.14.4 A single point of contact, as an escalation route for incidents;

3.12.14.5 Tiered levels of Support:

- (i) The first level of incident resolution is referred to as Tier 1 – managed by the Supplier client facing staff;
- (ii) Tier 2 – managed by Supplier Technicians;
- (iii) Tier 3 – managed by Supplier Subject Matter Experts;

3.12.14.6 The tracking of service requests;

3.12.14.7 Problem management;

3.12.14.8 Self – Help;

3.12.14.9 Knowledge Management;

3.12.14.10 Customer satisfaction;

3.12.14.11 Call escalation management;

3.12.14.12 The Supplier shall provide an out of hour's service via an Ad Hoc Request.

3.13 PRINT SOLUTION COMPATIBILITY AND TESTING FOR MFD AND THE REPROGRAPHIC SERVICE

- 3.13.1 The Supplier is required to meet the Testing requirements set out in Call Off Schedule 5..
- 3.13.2 The Supplier shall provide a solution that is compatible with Appendix K -Application Developer's Guide (ADG) – Desktop of Annex 1 of Call Off Schedule 2 and existing processes such as SIAM (Service Integration and Management) Generic Service obligations (GSOs), which can be found at Appendix L of Annex 1 of Call Off Schedule 2
- 3.13.3 The Supplier shall provide a solution that includes processes that cover IT service continuity including Disaster Recovery, Resilience, and Incident Management, as set out in Call Off Schedule 8.The ITIL v3 model shall be used as best practice.
- 3.13.4 The Supplier shall provide a solution compatible with existing Customer's hardware and software infrastructure.
- 3.13.5 The Supplier shall ensure that all devices are connected to a network and accessible to all users.
- 3.13.6 The Supplier shall ensure that the Supplier system shall remain compatible with the Customer's technical infrastructure throughout the contract period, as detailed in Appendix N (MFD Technical Overview) of Annex 1 of Call Off Schedule 2.
- 3.13.7 The Supplier shall develop standard configuration in agreement with the Customer.
- 3.13.8 The Supplier shall provide a solution capable of integration with the Customer's desktop environment as detailed within Appendix N of Annex 1 of Call Off Schedule 2.
- 3.13.9 The Supplier shall provide a solution compatible with the Customer's systems including legacy applications, data repositories and software packages used in the department. The Supplier shall ensure that the solution allows the Customer to print with existing applications and future applications developed and used by the Customer. Access to applications will be made via the Customer's Test Environment so Suppliers can test compatibility.
- 3.13.10 The Supplier shall carry out testing in line with the Customer's procedures to ensure compatibility of the solution and that it meets the business requirements detailed in Annex 1 of Call Off Schedule 2.
- 3.13.11 The Supplier shall provide details of their test strategy, including how they intend to test integration with the existing third party supplier and the Customer's infrastructure, a full testing plan and schedule as detailed within Call Off Schedule 5, inclusive of how they will execute the following tests:

- 3.13.11.1 Functional;
 - 3.13.11.2 Performance;
 - 3.13.11.3 UAT;
 - 3.13.11.4 Pilot;
 - 3.13.11.5 Network compatibility;
 - 3.13.11.6 Security compliant;
 - 3.13.11.7 Service Acceptance Test;
 - 3.13.11.8 Printing from the Customer's Business Applications.
- 3.13.12 Further information on the Customer's MFD back-end infrastructure and the relationship with third party service providers, the suppliers of this infrastructure, can be found at Appendix N (SPS Technical Overview) and Appendix O (Supplier DWP Technology Day) of Annex 1 of Call Off Schedule 2.
- 3.13.13 The Supplier shall provide a representative scaled duplicate of their live infrastructure within the Customer's test environment along with a single physical MFD for each model being deployed. The Customer will provide networked Windows Server 2012 R2 servers maintained up to the o/s level. The Supplier shall provide the software stack to support their solution, and ensure appropriate licenses are in place to enable its use within the test environment.
- 3.13.14 Functional testing will be required. This functional testing is the responsibility of the Supplier within their own environment. This functional testing is outside the third party service provider / the Customer's environment. The Customer / third party service provider test service will validate integration, application compatibility and perform User Acceptance Testing.
- 3.13.15 The Customer will make arrangements with the third party service provider to perform the Integration testing. However, the Supplier shall have resources on call (without additional commercial commitment) to support this activity as required.

3.13.16 Before any solution can be deployed to the live environment it must first undergo testing in the third party service provider's lab environment. All specified tests must be successfully passed before the MFD's will be allowed to be deployed onto the live platform. It is the responsibility of the Supplier to ensure their MFD's successfully pass the tests.

3.14 DATA (MFD AND REPROGRAPHICS SERVICE)

3.14.1 The Supplier shall ensure:

3.14.2 Datasets are transportable using an open source format. (This is to allow rapid movement of Supplier in a disaster recovery situation or movement to new service Supplier at the end of contract);

3.14.3 The Supplier shall ensure the Customer's data, both physical and electronic is stored in areas and tracked through the end to end Print operational process compliant with the Customer's security policies.

3.14.4 The Supplier shall ensure that the print devices are secure and comply with ISO/ IEC 27001:2013.

3.14.5 The Supplier shall ensure the solution passes an independent I.T Health Check (ITHC) and achieves the Customer's Security accreditation before full deployment.

3.14.6 The results of the ITHC will be reviewed and any risks will be rated by the Customer's Security Accreditor. Results of the review will be shared with the Customer's Senior Responsible Officer (SRO) for printing. The SRO will either ask the Supplier to remediate any issues found or accept the risk.

3.14.7 MFDs contain hard-drives as standard. Security measures and processes will be established to ensure data integrity and security. All hard drives shall be encrypted. ISO/ IEC 27001:2013 shall be observed to protect the integrity of Data. The Supplier shall hold certification for this ISO.

3.14.8 The Supplier shall ensure that printer hard drives are encrypted.

3.14.9 The Supplier shall ensure that hard drives are disposed of in accordance with ISO/ IEC 27001:2013.

3.14.10 The Supplier shall provide an anti-virus solution to protect the integrity and security of the Customer's data on their printers and print infrastructure. The Supplier shall ensure print devices are regularly patched in line with industry standards.

- 3.14.11 Data Protection and Security Information for the Customer's Suppliers can be found at the following website:

<https://www.gov.uk/government/publications/data-protection-and-security-of-information-supplying-to-dwp>

3.15 DESIGN AND ASSURANCE

3.15.1 **Exit from the Current Service**

- 3.15.2 The Supplier shall work with the Customer and the incumbent Supplier to support the exit of current services, and agree a detailed transition plan for both the MFD and Reprographic Services.

- 3.15.3 The current printer queue infrastructure is supported and provided by third party service provider. Print queue management addresses requirements for printing from both Thick Clients and Thin Clients. The incumbent Supplier's printers integrate with the third party service provider's infrastructure to provide a smooth, seamless end to end service. From the outset of the contract the Supplier will need to provide an architectural solution for MFD's that can integrate with the existing third party service provider's infrastructure.

- 3.15.4 The Customer's Print solution must integrate with the existing data centre hosted Citrix solution where the majority of the Customer's prints are currently generated. This integration currently leverages a ThinPrint deployment (which for the purposes of this document should be assumed to be at version 11) to manage network quality of service and improve the user experience. Whether the Supplier's solution continues to use ThinPrint or proposes an alternative technology to ThinPrint to integrate with the existing data centre must be clearly outlined within the Suppliers bid. The Supplier must show how they are to integrate with the existing service with minimal disruption. The Supplier shall provide detail to the architecture and implementation and how this can be achieved with the Contracting Authorities existing service provider.

- 3.15.5 The current print solution is dependent upon a local office installed server (the LOAP) to provide windows print queues and a local ThinPrint service. The Customer require that any new service does not utilise this server, but instead deploys a new office device (either internal to the MFD or as an external appliance on the LAN) to provide the same functionality. The Supplier will include a full proposal including any required integration with the existing data centre infrastructure, support service and deployment plan. This is a day 1 requirement.

- 3.15.6 The Supplier must include a detailed plan for the deployment of all data centre and local office components, including how users and services will transition to the new service with minimal disruption.

- 3.15.7 Any proposed implementations or integrations will be subject to the Customer's security standards and policies, with the Supplier responsible for any remediation activity required resulting from non-conformance.

- 3.15.8 The MFD Supplier shall work with the third party service provider to ensure the exit from the incumbent Supplier ensures there's no break in the provision of print queues so that Users can continue to print.
- 3.15.9 Should the Customer decide to further disaggregate their MFD service, the Supplier will work with the Customer and existing Suppliers to ensure that existing services are decoupled and new services put in place.

3.16 IMPLEMENTATION

- 3.16.1 The Supplier shall commence implementation on Call Off Commencement Date and continue until both MFD and Reprographic Services have been fully transitioned from the existing solution to the new solution.
- 3.16.2 The Supplier shall ensure that the new services are fully operational by the fully transitioned service date, 1st July 2018.
- 3.16.3 The Supplier shall provide a detailed Implementation plan for both MFD and Reprographic Services within 6 weeks of Call Off Commencement Date.
- 3.16.4 MI during the implementation / transition phase shall be agreed with the Customer.
- 3.16.5 All sites will be transitioned through the implementation of a circa 12-week Lifecycle (dependent of complexity and size of each site), consultation, technical agreement and installation process.
- 3.16.6 The Supplier shall work with the Customer's and incumbent Suppliers to produce a service transfer plan.
- 3.16.7 The Supplier shall work with the Customer to ensure appropriate communications are available to staff on transitional arrangements.
- 3.16.8 The implementation plan and the associated management of the implementation shall be managed in accordance with Call Off Schedule 4 and include (but not be limited to) the following areas:
- 3.16.9 Governance arrangements including role and responsibilities of the Supplier's implementation team members.
- 3.16.10 Details of the Supplier's approach outlining how the new service will be mobilised including technical systems, operational and business processes – including the rationale for the approach.
- 3.16.11 Key stages for each of, but not limited to, initiation, design, development, testing, data migration, commissioning and Implementation to full availability and stable operation including a high level project plan of these.

- 3.16.11.1 How implementation to the new service can be successfully and safely carried out to the required timescales and target dates.
 - 3.16.11.2 How security of operations and data (Customer, personal, test and protectively marked information) will be maintained at all times during implementation and thereafter.
 - 3.16.11.3 How the Supplier shall ensure the service obtains the necessary approvals from the Customer during design, test and implementation phases.
 - 3.16.11.4 Details of how new services will interface with the Customer business processes, and the order in which the new services will be deployed.
 - 3.16.11.5 Identification of implementation risks, and details of any actions, mitigations or contingencies for these risks, including details of how risks will be managed prior to, during and post Implementation. The Supplier shall undertake a full review of the risk register as a minimum on a weekly basis during implementation and thereafter on a monthly basis.
 - 3.16.11.6 Specific details of how the implementation plan minimises impact on the current MFD and Reprographic Services used by the Customer's users, ensuring no disruption to the Customer's operational business activities and customer service.
 - 3.16.11.7 Assumptions and timeline constraints, affecting the plan, including key dependencies on other parties (including the Customer), e.g. any deliverables or information required – including a schedule detailing when required.
 - 3.16.11.8 How the service and implementation will be tested and assured, in part and as a whole, as fit for purpose.
 - 3.16.11.9 Business continuity, disaster recovery and contingency plans for the various different risk scenarios during implementation, based on the Customer's requirements.
 - 3.16.11.10 The Supplier shall include security checks and associated processes on the risk register and maintain a log monitoring progress on compliance with the process, number of checks submitted and received. The Supplier shall send a copy of this log to the Customer on a weekly basis during Implementation.
 - 3.16.11.11 Details of the start-up meeting to be held within five (5) working days after Call Off Commencement Date including who will attend from the Supplier, to discuss transition arrangements.
- 3.16.12 The Supplier will work with incumbent suppliers and the Customer to minimise the impact of implementation on the Customer's business,

during normal office hours. There may be business reasons to undertake this work outside office hours. This will be agreed during the implementation phase.

- 3.16.13 Produce detailed process maps, guidance and learning products in conjunction with the Customer to illustrate the end to end processes for users.
- 3.16.14 The Supplier shall work with the Customer to develop and agree appropriate communication strategies for impacted areas.
- 3.16.15 If appropriate, contribute to any go live management communications in the early stages of new contract go live.
- 3.16.16 The Supplier shall provide to the Customer the following, in the form of a contract handbook:
 - 3.16.16.1 Process maps and written verbal description of how end users can receive the contracted provision and their role in relation to the contract.
 - 3.16.16.2 Key client and Supplier contact details for queries/ complaints and escalations.
 - 3.16.16.3 Issue and incident processes.
 - 3.16.16.4 Complaint and escalation processes.
 - 3.16.16.5 Agreed new service KPIs/ SLAs and how assurance will be provided that these are being met/are being adhered to.
 - 3.16.16.6 Produce and adhere to management information terms and reporting schedules.
 - 3.16.16.7 Business continuity and disaster recovery plans and processes.

3.17 DECOMMISSIONING

- 3.17.1 The Supplier shall work with existing Suppliers to produce a plan for decommissioning existing service and a joint plan for transitioning from the existing service to the new service.
- 3.17.2 End of contract term decommissioning costs for the new service shall be included within the click charge as stipulated within Annex 1 of Call Off Schedule 3.

3.18 AVAILABILITY OF SERVICES

3.18.1 The service will be available 8.00am to 8.00pm, Monday to Saturday for at least 99.9% of the time during the Month. The reprographic service should be available during the hours detailed above. MFDs need to be available for Sunday working unless previously agreed with the Customer.

4. KEY MILESTONES

4.1

Milestone	Description	Timeframe
1	Start-up meeting between the Supplier and Customer	Within five (5) working days after Call Off Commencement Date
2	Key People identified	Within five (5) working days after Call Off Commencement Date
3	Supplier to provide the HLD [High Level Design]	Within twenty (20) working days after Call Off Commencement Date
4	Implementation and testing plan / approach agreed with Supplier	December 2017
5	Complete Pilot and Test	January 2018
6	Begin Transition / Implementation	Mid February 2018
7	New service fully live (Call off effective date)	1 st July 2018

5. CUSTOMER'S RESPONSIBILITIES

- 5.1 The Supplier shall work in good faith with the Customer to finalise the Implementation Plan.
- 5.2 The Customer will provide the Supplier with details of both Operational (Business Contract Manager) and Commercial (Performance Contract Manager) Contract Managers following Call Off Commencement Date, who will attend the monthly review meetings to manage and monitor the performance of the contract.
- 5.3 The Customer will pay undisputed invoices within 30 days.
- 5.4 The Customer will provide the Supplier with the following details:
- 5.4.1 Names Business Contract Manager and Performance Manager;
 - 5.4.2 Contact information;
 - 5.4.3 Product owners;

- 5.4.4 Customer escalation point;
- 5.4.5 Digital Assets;
- 5.4.6 The Customer will appoint a named exit manager prior to Exit activities taking place.

6. REPORTING

- 6.1 The Supplier shall provide accurate, timely and comprehensive Management Information (MI) to enable the Customer to effectively manage the contract, and ensure that the requirements and performance standards detailed in Annex 1, Part A of Call Off Schedule 6 are achieved.
- 6.2 The Supplier shall provide the appropriate report based on the services provided.
- 6.3 The Supplier shall provide the Customer with online access to the management information via the Supplier's portal. Administering this portal and nominating/removing the Customer's staff should be agreed with the Customer. The Supplier shall maintain the user list.
- 6.4 The Supplier shall provide training to Customer staff on the use of the portal.
- 6.5 The Supplier shall provide reporting to meet the requirements laid down by TechNow, see Appendix I– TechNow overview and Generic Service Obligations Appendix L of Annex 1 of Call Off Schedule 2. The Customer will provide contact information for the team that will on-board Suppliers for both Tech Now and Generic Service Obligations.
- 6.6 The Supplier shall provide Management Information reports which can be viewed and edited using Microsoft Office 2010. The Supplier shall upload these to TechNow, which is the Customer's default mechanism for receipt of MI reporting.

NB: Financial invoices and reports will need to be provided separately with the data type to be agreed with the Customer (also see Call Off Schedule 3).
- 6.7 The Supplier shall ensure the Customer has access to interrogate the Suppliers system and obtain MI, volumes and progress against SLAs/KPIs in real time for each service line. The Supplier shall provide reports in agreed formats at the agreed time (for example, Office 2010), which include analysis and recommendations. These reports may need to be published on .gov.uk as detailed in Call Off Schedule 13.
- 6.8 Where the Supplier proposes to offer additional performance standards and Management Information provisions, other than that requested by the Customer, the Customer will consider these proposals post Call Off Commencement Date.
- 6.9 The Customer may, at its discretion, request alterations and/or additions to the MI requested.
- 6.10 The Supplier shall be flexible and change the scope and frequency of the reports from time to time as requested.
- 6.11 All information and data produced by the Supplier in relation to this service provision remains the property of the Customer.
- 6.12 Frequency of reporting will be at least monthly. On occasion and to be agreed Service Review meetings reports may be required fortnightly or weekly.

- 6.13 The Supplier shall provide the Customer with sample reports.
- 6.14 Project Management reporting and reviews in line with MSP© and PRINCE2© principles.
- 6.15 MI provided shall be in month/year to date with +/- variance year on year.
- 6.16 The Supplier and the Customer will agree what MI is to be collected and reported on for the implementation/transition phase.
- 6.17 Management Information Required:

- 6.17.1 MFD General**

- 6.17.1.1 Asset Management Information (i.e. numbers of printers, locations, models, age and capacity) will be reported monthly via TechNow;
 - 6.17.1.2 The Supplier shall provide an HTTP accessible dashboard that shows the health and availability of the whole printer estate, broken down by physical location in near real time (max 15 minutes lag);
 - 6.17.1.3 MI (individual device usage, including all functionality i.e. copy, scan, print, fax, duplex and colour). Associated figures shall be provided in numerical and graphical format;
 - 6.17.1.4 Financial reporting:
 - 6.17.1.5 Cost Centre level Billing Management Information shall be reported via TechNow;
 - 6.17.1.6 Number of images per type and % growth or decline per type of printing year on year;
 - 6.17.1.7 On-going projects and status;
 - 6.17.1.8 Volumes and trends since the start of the contract;

- 6.17.2 MFD Billing MI**

- This shall include the following billing information:

- 6.17.2.1 Actual billed for Mono volume in each Month;
 - 6.17.2.2 Daily Mono volume in each Month;
 - 6.17.2.3 Actual billed for Colour volume in each Month;
 - 6.17.2.4 Daily Colour volume in each Month;
 - 6.17.2.5 Actual billed for Scan volume in each Month;
 - 6.17.2.6 Daily Scan volume in each Month;
 - 6.17.2.7 Actual billed for Fax volume in each Month;
 - 6.17.2.8 Daily Fax volume in each Month;

6.17.3 **MFD Service Request Breakdown**

6.17.3.1 This will include the following categories:

- (a) Enable / Disable MFD device fax functionality;
- (b) Enable / Disable MFD Secure fax functionality;
- (c) Enable / Disable Scanning;
- (d) Incorrect Submission / Rejected;
- (e) Move MFD device(s) (same location / site);
- (f) Move MFD device(s) (different location / site);
- (g) Install new MFD device(s);
- (h) Remove MFD device(s);
- (i) Request MFD Key User Training;
- (j) Variance Request Final;
- (k) Variance Request Quote;
- (l) MFD Capacity review – Add device;
- (m) MFD Capacity review – Move device (External);
- (n) MFD Capacity Review – Move device (internal);
- (o) MFD site redesign.

6.17.4 **MFD Capacity Management**

- (a) This shall include details of MFDs that have been over or under capacity. This will be calculated using the staff to ratio printer allocation, number of users connected to the printer and the volumes of print and copy jobs.

6.17.5 **MFD Printer Volume**

The Supplier shall present a monthly assessment that provides details on the number of devices against the number of the Customer's staff to review if the service is being used to its optimum configuration.

6.17.6 **MFD Non Polled – Escalation / Security Incidents**

- (a) This shall include details of devices that cannot be polled, an escalation has been made or a security incident has been raised. The report needs to include the following detail:

- (b) Type of issue;
- (c) Unique reference for the issue;
- (d) Device ID;
- (e) Type of Device;
- (f) Site location code;
- (g) Location address;
- (h) Summary of issue.

6.17.7 MFD Technical

6.17.7.1 The Supplier shall provide an update on any activity that involves the following:

- (a) Updates to Supplier Tooling;
- (b) Firmware status;
- (c) Testing;
- (d) Security Patching;
- (e) Maintenance.

6.17.8 MFD Asset Management

6.17.8.1 The Supplier shall collate and make available the following information for all devices. Details of Assets shall be provided on a site by site basis in electronic format (Microsoft Excel 2010).

6.17.8.2 Asset information shall be used to support billing information submitted by Supplier.

6.17.8.3 The information submitted shall include the following details as a minimum:

- (a) Site name;
- (b) Site location ID;
- (c) Site address;
- (d) Device ID;
- (e) Location of device at site;
- (f) Device Model;
- (g) Device Serial;

- (h) Device Asset Tag;
- (i) Key User name;
- (j) Key User email;
- (k) Key User contact number;

6.17.9 **MFD Incident – Management Information**

6.17.9.1 Categories shall include:

- (a) Incident Trends – Numbers of Incidents by closure type;
- (b) Proactive/Reactive Incidents – This shall include details of the number of Incidents raised by the Supplier. The Supplier should provide details of time saved by the Customer. This shall be calculated based on 3 minutes per call to raise an Incident via the standard helpdesk;
- (c) Proactive Consumables – This shall include details of the number of consumables sent automatically with no action from the end user. This shall be calculated based on the estimated time taken to manually raise an order of 10 minutes;
- (d) Device Jam Analysis – This shall include details of devices that have experienced in excess of 10 jams in any Month. Details of the device and site will be provided along with number of prints;
- (e) Average Print Jams – This shall include details of the average number of printer jams across the MFD fleet;
- (f) (Note: A printer jam is defined as any incident where a printer job has been stopped by a paper jam.).

6.17.10 **Reprographic Service**

6.17.10.1 The Supplier shall provide the following:

- (a) Monthly order line report, providing detailed information on all job submissions. Information to include customer detail, cost centre, SLA, detail of order (e.g. number of pages, mono/colour, machine/handfed and finishing);
- (b) Monthly Performance Management report to include detail on spend;
- (c) Weekly volume tracker to provide a breakdown on the weekly volume intake to enable monitoring of demand and resource capacity;
- (d) Volumes of job requests, images and pages;

- (e) Volumes of job requests, images and pages per the Customer Cost Centres;
- (f) Volumes should be broken down by;
 - (1) Mono/Colour;
 - (2) Simplex/Duplex;
 - (3) Machine/Hand Fed;
 - (4) Single documents or booklets;
 - (5) Special Finishing;
 - (6) Additional Requests not included in the above;
 - (7) Paper sizes;
- (g) The Supplier shall have a system in place to record the reprographic requisition order detail, enabling tracking of orders and incident management.

7. VOLUMES

- 7.1 Forecast volumes and supporting information on both the MFD and Reprographic Service covering the contract period can be found at Appendix E of Annex 1 of Call Off Schedule 2. Details of the current MFD fleet and printer totals by site can be found in Appendix C and Appendix H (Printer totals by site) of Annex 1 of Call Off Schedule
- 7.2 Please note that recent historical trends indicate that The Customer's is reducing paper outputs by circa 6.5% per annum. The Customer continues to move to a more digital service and expects this trend to continue with an aspiration to achieve a 20% paper reduction year on year of the contract. The Supplier shall work collaboratively in order to support the Customer in achieving its goals.
- 7.3 Volume levels are not guaranteed (see disclaimer below) and the Supplier shall be expected to have the capacity and capability to adjust to meet and respond to demand.
- 7.4 Note that the information provided has been based on the last rolling 12 months MI and should be used for indicative purposes only. Please note that although it is anticipated that paper usage will reduce, there is a likelihood that scan volumes may increase in line with the Customer "digital ambition".
- 7.5 The Customer will be rationalising the quantity of MFDs. The minimal target reduction is 5% of the current fleet.
- 7.6 The Customer aims to rationalise the number of different printer device models in use on our estate. The Supplier shall provide proposals for achieving this objective. The optimal solution would be to target deploying just 6 different printer models.

8. CONTINUOUS IMPROVEMENT

- 8.1 The Customer is committed to moving to a more digital service by streamlining access to systems being used enabling further paper reduction and reducing waste.
- 8.2 The Supplier shall continually improve the way in which the required services are to be delivered throughout the contract duration and at the same time help to reduce costs and improve quality providing even greater value for money for the taxpayer.
- 8.3 The Supplier shall report continuous improvement progress and present new ways of working to the Customer during quarterly contract review meetings.
- 8.4 The Supplier shall use innovative opportunities when providing the services and take advantage of any emerging technologies.
- 8.5 The Supplier shall manage and operate all aspects of the business requirements so that an approach to service management is implemented to ensure that the support provided to the Customer by the Supplier is comprehensive and continually improved. Such improvements shall be proactively suggested by the Supplier and reflect user feedback and/or the Supplier's delivery of an improved service for users and the Customer.
- 8.6 The Supplier shall be able to offer an advice service to review the 'Customer' existing print and reprographic processes and the associated services, purchasing processes, behaviours and offer recommendations that will drive cost savings with more efficient and effective solutions. This advice may be at both a strategic level, and to individual product owners.
- 8.7 Changes to the way in which the Services are to be delivered must be brought to the Customer's attention and agreed prior to any changes being implemented. Suppliers shall adhere to the Customer's change management processes.
- 8.8 Any efficiency or innovation that is identified by the Supplier and is delivered following agreement by the commercial optimisation review board will be subject to a Gain Share Model applied against delivery of the actual savings realised following this efficiency or innovation initiative. See Appendix P of Annex 1 of Call Off Schedule 2 for further information on Gain Share.

9. SUSTAINABILITY

- 9.1 The Sustainable Development requirements can be found in Call Off Schedule 17.

10. QUALITY

- 10.1 Quality will be in alignment with clause 11 of the Call Off.
- 10.2 The Supplier shall ensure all service lines conform to the British Standards and that there is no reduction in quality following transition, e.g. security and encryption.
- 10.3 The Supplier shall meet the ISO9001 industry standards on quality.
- 10.4 The Supplier shall ensure that the quality of all reprographic outputs conform to the Customer's individual submission request. As a minimum, reprographic outputs shall be an exact match of the document submitted, an exact match of the format and finish requested, be blemish free. Documents (both original and copy(s)) shall be page sequenced/ordered as received, be undamaged, bundled and despatched as requested and include the original request form.

- 10.5 The Supplier shall maintain product quality by operating an appropriate quality assurance system.
- 10.6 The Supplier shall provide quality assurance throughout the Contractor's supply chain, including the operation of all relevant ISO industry standards.
- 10.7 The Supplier shall provide the Customer with a Quality Plan which is maintained and updated throughout the duration of the contract.
- 10.8 The Supplier shall update the Quality Plan to meet new and emerging quality standards, including risk management and disaster recovery plan.
- 10.9 The Supplier shall provide assurance against the quality standards and inform the Customer where quality falls short.

11. STAFF AND CUSTOMER SERVICE

- 11.1 The Customer requires the Supplier to provide a sufficient level of resource throughout the duration of the contract, to ensure the SLA targets are met, and in order to consistently deliver a quality service to all Parties.
- 11.2 The Supplier's staff assigned to the contract shall have the relevant qualifications and experience to deliver the contract.
- 11.3 The Supplier shall ensure that staff understand the Customer's vision and objectives and will provide excellent customer service to the Customer throughout the duration of the Contract.

11.4 COMPLAINTS HANDLING

The Supplier shall have in place a robust and auditable procedure for logging, managing, escalating and resolving issues, complaints or problems reported by the Customer for all service lines within the Contract.

- 11.4.1 The Supplier shall accept issues, queries and complaints by telephone, fax, email and / or letter.
- 11.4.2 The Supplier shall implement an electronic database recording order detail.
- 11.4.3 For the Reprographics Service only; the Supplier shall retain hard copies of requisition (job submission) forms for a period of 6 years for the Customer's audit purposes.
- 11.4.4 The Supplier shall introduce a mechanism to evaluate the quality of the service and customer satisfaction levels by acquiring customer feedback on a regular basis.
- 11.4.5 The Supplier shall also compile reports on satisfaction levels on a quarterly and annual basis for distribution to the Customer.
- 11.4.6 The Customer reserves the right to run customer satisfaction surveys, in respect of customer/Supplier interactions.

12. SERVICE LEVELS AND PERFORMANCE

- 12.1 The service levels represent the Customer's minimum volumes/maximum timescales. Following implementation of the service the Customer will be looking for improvements across all service levels.

12.2 The Supplier shall manage workloads to meet the SLAs. Further and more detailed service levels, contingent on the solution offered, may be negotiated and applied at a later date. Service Level Agreements are detailed at Appendix 1, Part A of call Off Schedule 6.

13. SECURITY REQUIREMENTS

13.1 The security requirements can be found in Call Off Schedule 7.

14. PAYMENT

14.1 BILLING AND PAYMENT

14.1.1 The Supplier shall work with the Customer's representatives to ensure appropriate arrangements are in place for billing and payments.

14.1.2 The Supplier should be aware there is a 7 week lead in time for on-boarding to RM.

14.1.3 Financial reporting should be monthly.

14.2 CONDITIONS OF PAYMENT

14.2.1 Payment can only be made following satisfactory delivery of products and services.

14.2.2 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

14.3 METHODS OF PAYMENT

14.3.1 The Supplier shall submit regular (monthly as a minimum), electronic invoices by feeder file to the Customer, once approved; payment will then be made electronically through BACS. The invoice must comply with the Customer standards which allow effective monitoring and checking to take place. The Supplier shall also provide MI to the Customer in the agreed format.

14.3.2 On presentation of a "valid" invoice quoting the Customer contract and/or purchase number and confirming that the work has been performed, the Customer shall pay the Contract Price to the Contractor. Payment will be made within 30 Working Days of receipt of the invoice by the Customer.

14.3.3 Invoices will show the period and the amount of the work for which the payment is claimed together with the agreed Charging Rates.

14.3.4 Invoices for the work performed shall be rendered at the time and in the manner specified by the Customer.

14.3.5 Further information on payment and invoicing can be found in Call Off Schedule 3.

14.3.6 The email and address are:

14.3.7 REDACTED TEXT

14.3.8 REDACTED TEXT

REDACTED TEXT

15. LOCATION

- 15.1 The Customer has approximately 80,000 members of staff working in over 900 locations around the United Kingdom. In addition, services are provided to the Customer by a number of third parties. The Supplier shall provide a service across the entire disparate group.
- 15.2 The Customer is currently reviewing its estate footprint. Over the duration of the contract term it is anticipated that the Customer will rationalise and reduce the current number of locations by approximately 15%. In summary:
 - 15.2.1 the number of jobcentres will reduce, some smaller jobcentres will merge into larger ones,
 - 15.2.2 the number of co-locations with local authorities or other partners will increase;
 - 15.2.3 other Operations offices such as our service centres will reduce;
- 15.3 The Customer will ensure the Supplier is notified of any changes, and work with the Supplier to minimise any disruption, where appropriate.
- 15.4 The Supplier shall work closely with the Customer to understand how the Implementation Plan will impact those offices that are closing, what transition should take place (if any), and what decommissioning activities may be required.
- 15.5 Corporate Centre will operate out of 7 hub offices in 6 locations, instead of the nationally dispersed network we currently have. These locations will be in London, Manchester, Blackpool, Leeds, Sheffield and Newcastle.

16. EXIT MANAGEMENT (At the end of this contract)

- 16.1 The Supplier shall produce an exit plan for a planned or unplanned exit of this contract. Unless otherwise specified by the Customer or Approved, the Exit Plan shall conform to all aspects of clause 45.5 of the Call Off and Call Off Schedule, and set out as a minimum:
 - 16.1.1 how the exit information is obtained;
 - 16.1.2 the management structure to be employed during both transfer and cessation of the Goods and/or Services;
 - 16.1.3 the management structure to be employed during the Termination Assistance Period;
 - 16.1.4 a detailed description of both the transfer and cessation processes, including a timetable;
 - 16.1.5 how the Goods and/or Services will transfer to the replacement Supplier and/or the customer, including details of the processes, documentation, data transfer, systems migration, security and the

- segregation of the customer's technology components from any technology components operated by the Supplier or its Sub-Contractors (where applicable);
- 16.1.6 details of contracts (if any) which will be available for transfer to the customer and/or the replacement Supplier upon the Call Off Expiry Date together with any reasonable costs required to effect such transfer (and the Supplier agrees that all assets and contracts used by the Supplier in connection with the provision of the Goods and/or Services will be available for such transfer);
 - 16.1.7 proposals for the training of key members of the Replacement Suppliers personnel in connection with the continuation of the provision of the Goods and/or Services following the Call Off Expiry Date charged at rates agreed between the Parties at that time;
 - 16.1.8 proposals for providing the Customer or a Replacement Supplier copies of all documentation:
 - 16.1.8.1 used in the provision of the Goods and/or Services and necessarily required for the continued use thereof, in which the Intellectual Property Rights are owned by the Supplier; and
 - 16.1.8.2 relating to the use and operation of the Goods and/or Services;
 - 16.1.9 proposals for the assignment or novation of the provision of all services, leases, maintenance agreements and support agreements utilised by the Supplier in connection with the performance of the supply of the Goods and/or Services;
 - 16.1.10 proposals for the identification and return of all Customer Property in the possession of and/or control of the Supplier or any third party (including any Sub-Contractor);
 - 16.1.11 proposals for the disposal of any redundant Goods and/or Services and materials;
 - 16.1.12 procedures to deal with requests made by the Customer and/or a Replacement Supplier for Staffing Information pursuant to Call Off Schedule 10 (Staff Transfer);
 - 16.1.13 how each of the issues set out in Call Off Schedule 9 will be addressed to facilitate the transition of the Goods and/or Services from the Supplier to the Replacement Supplier and/or the Customer with the aim of ensuring that there is no disruption to or degradation of the Goods and/or Services during the Termination Assistance Period; and
 - 16.1.14 proposals for the supply of any other information or assistance reasonably required by the Customer or a Replacement Supplier in order to effect an orderly handover of the provision of the Goods and/or Services.

16.1.15 The Exit Plan will consider the different scenarios under which all or part of the Agreement could terminate; summarise the various considerations that relate to termination of the Agreement; provide guidance on how to formulate exit strategies, covering key issues such as how the termination is handled, in what time frame and who bears the costs; and provide guidance as to how an exit strategy may operate in practice.

17. SUPPLIER COLLABORATION

17.1 The Supplier shall work collaboratively with existing Suppliers and exiting of services to the Customer to ensure the services are delivered successfully.

17.2 CONSTRAINTS

17.2.1 The Supplier shall engage with the Customer in compliance with SIAM GSOs and processes. In addition, the Supplier will need to be apprised of their responsibilities in respect of TechNow and the Customer's Security.

17.2.2 The Supplier shall take part in a Technology On-boarding process.

18. TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT) - TUPE

18.1 The provisions of Schedule 10 (Staff Transfer) shall apply and the parties shall comply with their respective obligations set out therein.

18.2 The provisions of Schedule 3 (Call Off Contract Charges, Payment and Invoicing) and the parties shall comply with their respective obligations set out therein.

LIST of Appendices

1. Appendix A – DWP Organisation
See document “MFD-R Call Off Contract (Appendices A-P)”
2. Appendix B – DWP Device Estate
See document “MFD-R Call Off Contract (Appendices A-P)”
3. Appendix C – Current Printer Device Fleet
See document “MFD-R Call Off Contract (Appendices A-P)”
4. Appendix D - Existing Bulk Reprographic Units and Capacities
See document “MFD-R Call Off Contract (Appendices A-P)”
5. Appendix E – Volumetrics
See document “MFD-R Call Off Contract (Appendices A-P)”
6. Appendix F - Bulk Reprographics Process Map
See document “MFD-R Call Off Contract (Appendices A-P)”
7. Appendix G - Reprographic Request Form
See document “MFD-R Call Off Contract (Appendices A-P)”
8. Appendix H – Printer Totals by Site
See document “MFD-R Call Off Contract (Appendices A-P)”
9. Appendix I – TechNow Overview
See document “MFD-R Call Off Contract (Appendices A-P)”
10. Appendix J – Technology On-boarding to Service Integration
See document “MFD-R Call Off Contract (Appendices A-P)”
11. Appendix K – Desktop ADG (Application Developers Guide)
See document “MFD-R Call Off Contract (Appendices A-P)”
12. Appendix L - GSO (Generic Service Obligations)
See document “MFD-R Call Off Contract (Appendices A-P)”
13. Appendix M – Bulk Reprographic Units/DWP Office Mapping
See document “MFD-R Call Off Contract (Appendices A-P)”
14. Appendix N – MFD Technical Overview

See document “MFD-R Call Off Contract (Appendices A-P)”

15. Appendix O – Supplier DWP Technology Day

See document “MFD-R Call Off Contract (Appendices A-P)”

16. Appendix P – Gainshare

See document “MFD-R Call Off Contract (Appendices A-P)”

ANNEX 2: THE GOODS

CALL OFF SCHEDULE 3: CALL OFF CONTRACT CHARGES, PAYMENT AND INVOICING

1. DEFINITIONS

1.1 The following terms used in this Call Off Schedule 3 shall have the following meaning:

"Indexation"	means the adjustment of an amount or sum in accordance with paragraph 11 of this Call Off Schedule 3;
"Indexation Adjustment Date"	has the meaning given to it in paragraph 11.1.1(a) of this Call Off Schedule 3;
"Reimbursable Expenses"	means the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Customer's expenses policy current from time to time, but not including: <ul style="list-style-type: none">a) travel expenses incurred as a result of Supplier Personnel travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Customer otherwise agrees in advance in writing; andb) subsistence expenses incurred by Supplier Personnel whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;
"Review Adjustment Date"	has the meaning given to it in paragraph 10.1.2 of this Call Off Schedule 3;
"CPI"	means the Consumer Prices Index as published by the Office of National Statistics https://www.ons.gov.uk/economy/inflationandpriceindices ; and
"Supporting Documentation"	means sufficient information in writing to enable the Customer to reasonably to assess whether the Call Off Contract Charges, Reimbursable Expenses and other sums due from the Customer under this Call Off Contract detailed in the information are properly payable.

2. GENERAL PROVISIONS

2.1 This Call Off Schedule 3 details:

- 2.1.1 the Call Off Contract Charges for the Goods and/or the Services under this Call Off Contract; and
- 2.1.2 the payment terms/profile for the Call Off Contract Charges;
- 2.1.3 the invoicing procedure; and
- 2.1.4 the procedure applicable to any adjustments of the Call Off Contract Charges.

3. CALL OFF CONTRACT CHARGES

3.1 The Call Off Contract Charges which are applicable to this Call Off Contract are set out in Annex 1 of this Call Off Schedule 3.

3.2 The Supplier acknowledges and agrees that:

3.2.1 in accordance with paragraph 2 (General Provisions) of Framework Schedule 3 (Framework Prices and Charging Structure), the Call Off Contract Charges can in no event exceed the Framework Prices set out in Annex 3 to Framework Schedule 3 (Framework Prices and Charging Structure); and

3.2.2 subject to paragraph 8 of this Call Off Schedule 3 (Adjustment of Call Off Contract Charges), the Call Off Contract Charges cannot be increased during the Call Off Contract Period.

4. COSTS AND EXPENSES

4.1 Except as expressly set out in paragraph 5 of this Call Off Schedule 3 (Reimbursable Expenses), the Call Off Contract Charges include all costs and expenses relating to the Goods and/or Services and/or the Supplier's performance of its obligations under this Call Off Contract and no further amounts shall be payable by the Customer to the Supplier in respect of such performance, including in respect of matters such as:

4.1.1 any incidental expenses that the Supplier incurs, including travel, subsistence and lodging, document or report reproduction, shipping, desktop or office equipment costs required by the Supplier Personnel, network or data interchange costs or other telecommunications charges; or

4.1.2 any amount for any services provided or costs incurred by the Supplier prior to the Call Off Commencement Date.

5. REIMBURSEABLE EXPENSES

5.1 If the Customer has so specified in the Call Off Order Form, the Supplier shall be entitled to be reimbursed by the Customer for Reimbursable Expenses (in addition to being paid the relevant Call Off Contract Charges under this Call Off Contract), provided that such Reimbursable Expenses are supported by Supporting Documentation. The Customer shall provide a copy of their current expenses policy to the Supplier upon request.

6. PAYMENT TERMS/PAYMENT PROFILE

6.1 The payment terms/profile which are applicable to this Call Off Contract are set out in Annex 2 of this Call Off Schedule 3.

7. INVOICING PROCEDURE

7.1 The Customer shall pay all sums properly due and payable to the Supplier in cleared funds within thirty (30) days of receipt of a Valid Invoice, submitted to the address specified by the Customer in paragraph 7.6 of this Call Off Schedule 3 and in accordance with the provisions of this Call Off Contract.

7.2 The Supplier shall ensure that each invoice (whether submitted electronically through a purchase-to-pay (P2P) automated system (or similar) or in a paper form, as the Customer may specify (but, in respect of paper form, subject to paragraph 7.3)):

7.2.1 contains:

- (a) all appropriate references, including the unique order reference number set out in the Call Off Order Form; and
- (b) a detailed breakdown of the Delivered Goods and/or Services, including the Milestone(s) (if any) and Deliverable(s) within this Call Off Contract to which the Delivered Goods and/or Services relate, against the applicable due and payable Call Off Contract Charges; and

7.2.2 shows separately:

- (a) any Service Credits due to the Customer; and
- (b) the VAT added to the due and payable Call Off Contract Charges in accordance with Clause 23.2.1 of this Call Off Contract (VAT) and the tax point date relating to the rate of VAT shown; and

7.2.3 is exclusive of any Management Charge (and the Supplier shall not attempt to increase the Call Off Contract Charges or otherwise recover from the Customer as a surcharge the Management Charge levied on it by the Authority); and

7.2.4 it is supported by any other documentation reasonably required by the Customer to substantiate that the invoice is a Valid Invoice.

7.3 If the Customer is a Central Government Body, the Customer's right to request paper form invoicing shall be subject to procurement policy note 11/15 (available at https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/437471/PPN_e-invoicing.pdf), which sets out the policy in respect of unstructured electronic invoices submitted by the Supplier to the Customer (as may be amended from time to time).

7.4 The Supplier shall accept the Government Procurement Card as a means of payment for the Goods and/or Services where such card is agreed with the Customer to be a suitable means of payment. The Supplier shall be solely liable to pay any merchant fee levied for using the Government Procurement Card and shall not be entitled to recover this charge from the Customer.

7.5 All payments due by one Party to the other shall be made within thirty (30) days of receipt of a Valid Invoice unless otherwise specified in this Call Off Contract, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.

7.6 The Supplier shall submit invoices directly to the Customer's billing address set out in the Call Off Order Form.

8. ADJUSTMENT OF CALL OFF CONTRACT CHARGES

8.1 The Call Off Contract Charges shall only be varied:

- 8.1.1 due to a Specific Change in Law in relation to which the Parties agree that a change is required to all or part of the Call Off Contract Charges in accordance with Clause 22.2 of this Call Off Contract (Legislative Change);
- 8.1.2 in accordance with Clause 23.1.4 of this Call Off Contract (Call Off Contract Charges and Payment) where all or part of the Call Off Contract Charges are reduced as a result of a reduction in the Framework Prices;

- 8.1.3 where all or part of the Call Off Contract Charges are reduced as a result of a review of the Call Off Contract Charges in accordance with Clause 18 of this Call Off Contract (Continuous Improvement);
 - 8.1.4 where all or part of the Call Off Contract Charges are reduced as a result of a review of Call Off Contract Charges in accordance with Clause 25 of this Call Off Contract (Benchmarking);
 - 8.1.5 where all or part of the Call Off Contract Charges are reviewed and reduced in accordance with paragraph 9 of this Call Off Schedule 3;
 - 8.1.6 where a review and increase of Call Off Contract Charges is requested by the Supplier and Approved, in accordance with the provisions of paragraph 10 of this Call Off Schedule 3; or
 - 8.1.7 where Call Off Contract Charges or any component amounts or sums thereof are expressed in this Call Off Schedule 3 as "subject to increase by way of Indexation", in accordance with the provisions in paragraph 11 of this Call Off Schedule 3.
- 8.2 Subject to paragraphs 8.1.1 to 8.1.5 of this Call Off Schedule 3, the Call Off Contract Charges will remain fixed for the number of Contract Years specified in the Call Off Order Form.

9. SUPPLIER PERIODIC ASSESSMENT OF CALL OFF CONTRACT CHARGES

- 9.1 Every six (6) Months during the Call Off Contract Period, the Supplier shall assess the level of the Call Off Contract Charges to consider whether it is able to reduce them.
- 9.2 Such assessments by the Supplier under paragraph 9 of this Call Off Schedule 3 shall be carried out on the dates specified in the Call Off Order Form in each Contract Year (or in the event that such dates do not, in any Contract Year, fall on a Working Day, on the next Working Day following such dates). To the extent that the Supplier is able to decrease all or part of the Call Off Contract Charges it shall promptly notify the Customer in writing and such reduction shall be implemented in accordance with paragraph 12.1.5 of this Call Off Schedule 3 below.

10. SUPPLIER REQUEST FOR INCREASE OF THE CALL OFF CONTRACT CHARGES

- 10.1 If the Customer has so specified in the Call Off Order Form, the Supplier may request an increase in all or part of the Call Off Contract Charges in accordance with the remaining provisions of this paragraph 10 subject always to:
 - 10.1.1 paragraph 3.2 of this Call Off Schedule 3;
 - 10.1.2 the Supplier's request being submitted in writing at least three (3) Months before the effective date for the proposed increase in the relevant Call Off Contract Charges ("**Review Adjustment Date**") which shall be subject to paragraph 10.2 of this Call Off Schedule 3; and
 - 10.1.3 the Approval of the Customer which shall be granted in the Customer's sole discretion.
- 10.2 The earliest Review Adjustment Date will be the first (1st) Working Day following the anniversary of the Call Off Commencement Date after the expiry of the period specified in paragraph 8.2 of this Schedule 3 during which the Contract Charges shall remain fixed (and no review under this paragraph 10 is permitted). Thereafter any subsequent increase to any of the Call Off Contract Charges in accordance with this

paragraph 10 of this Call Off Schedule 3 shall not occur before the anniversary of the previous Review Adjustment Date during the Call Off Contract Period.

10.3 To make a request for an increase of some or all of the Call Off Contract Charges in accordance with this paragraph 10, the Supplier shall provide the Customer with:

10.3.1 a list of the Call Off Contract Charges it wishes to review;

10.3.2 for each of the Call Off Contract Charges under review, written evidence of the justification for the requested increase including:

- (a) a breakdown of the profit and cost components that comprise the relevant Call Off Contract Charge;
- (b) details of the movement in the different identified cost components of the relevant Call Off Contract Charge;
- (c) reasons for the movement in the different identified cost components of the relevant Call Off Contract Charge;
- (d) evidence that the Supplier has attempted to mitigate against the increase in the relevant cost components; and
- (e) evidence that the Supplier's profit component of the relevant Call Off Contract Charge is no greater than that applying to Call Off Contract Charges using the same pricing mechanism as at the Call Off Commencement Date.

11. INDEXATION

11.1 Where the Call Off Contract Charges or any component amounts or sums thereof are expressed in this Call Off Schedule 3 as "subject to increase by way of Indexation" the following provisions shall apply:

11.1.1 the relevant adjustment shall:

- (a) be applied on the effective date of the increase in the relevant Call Off Contract Charges by way of Indexation ("**Indexation Adjustment Date**") which shall be subject to paragraph 11.1.2 of this Call Off Schedule 3;
- (b) be determined by multiplying the relevant amount or sum by the percentage increase or changes in the Consumer Price Index published for the twelve (12) Months ended on the 31st of January immediately preceding the relevant Indexation Adjustment Date;
- (c) where the published CPI figure at the relevant Indexation Adjustment Date is stated to be a provisional figure or is subsequently amended, that figure shall apply as ultimately confirmed or amended unless the Customer and the Supplier shall agree otherwise;
- (d) if the CPI is no longer published, the Customer and the Supplier shall agree a fair and reasonable adjustment to that index or, if appropriate, shall agree a revised formula that in either event will have substantially the same effect as that specified in this Call Off Schedule 3.

11.1.2 The earliest Indexation Adjustment Date will be the (1st) Working Day following the expiry of the period specified in paragraph 8.2 of this Call Off Schedule 3 during which the Contract Charges shall remain fixed (and no

review under this paragraph 11 is permitted Call Off Commencement Date. Thereafter any subsequent increase by way of Indexation shall not occur before the anniversary of the previous Indexation Adjustment Date during the Call Off Contract Period;

- 11.1.3 Except as set out in this paragraph 11 of this Call Off Schedule 3, neither the Call Off Contract Charges nor any other costs, expenses, fees or charges shall be adjusted to take account of any inflation, change to exchange rate, change to interest rate or any other factor or element which might otherwise increase the cost to the Supplier or Sub-Contractors of the performance of their obligations under this Call Off Contract.

12. IMPLEMENTATION OF ADJUSTED CALL OFF CONTRACT CHARGES

- 12.1 Variations in accordance with the provisions of this Call Off Schedule 3 to all or part the Call Off Contract Charges (as the case may be) shall be made by the Customer to take effect:

- 12.1.1 in accordance with Clause 22.2 of this Call Off Contract (Legislative Change) where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 8.1.1 of this Call Off Schedule 3;
- 12.1.2 in accordance with Clause 23.1.4 of this Call Off Contract (Call Off Contract Charges and Payment) where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 8.1.2 of this Call Off Schedule 3;
- 12.1.3 in accordance with Clause 18 of this Call Off Contract (Continuous Improvement) where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 8.1.3 of this Call Off Schedule 3;
- 12.1.4 in accordance with Clause 25 of this Call Off Contract (Benchmarking) where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 8.1.4 of this Call Off Schedule 3;
- 12.1.5 on the dates specified in the Call Off Order Form where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 8.1.5 of this Call Off Schedule 3;
- 12.1.6 on the Review Adjustment Date where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 8.1.6 of this Call Off Schedule 3;
- 12.1.7 on the Indexation Adjustment Date where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 8.1.7 of this Call Off Schedule 3;

and the Parties shall amend the Call Off Contract Charges shown in Annex 1 to this Call Off Schedule 3 to reflect such variations.

ANNEX 1: CALL OFF CONTRACT CHARGES

REDACTED TEXT

ANNEX 2: PAYMENT TERMS/PROFILE

INVOICING AND PAYMENT

1. The Supplier shall have the ability to invoice Contracting Bodies and receive payment by the following methods as a minimum, where required.
 - Cheque
 - Debit / Credit card / Government payment card
 - Electronic bank transfer (BACS)
 - Direct debit
2. The Supplier shall be capable of consolidating invoices as instructed by the Authority as defined in their Call-Off Contract
3. For each Month the Supplier shall submit an invoice for each individual service line.
4. The Supplier shall provide a breakdown of the cost components for each requirement.
5. The Supplier shall ensure that each invoice submitted includes, but not be limited to, the account number, Suppliers order number, Customer's Order reference, product information including description, amount ordered, unit and total price, delivery address and a contact name

CALL OFF SCHEDULE 4: IMPLEMENTATION PLAN, CUSTOMER RESPONSIBILITIES AND KEY PERSONNEL

1. INTRODUCTION

- 1.1 This Call Off Schedule 4 specifies the Implementation Plan in accordance with which the Supplier shall provide the Goods and/or Services.

2. IMPLEMENTATION PLAN

- 2.1 The Implementation Plan is set out below.
- 2.2 The Milestones to be Achieved are Identified below:

SUPPLIER TO COMPLETE POST AWARD

CUSTOMER RESPONSIBILITIES

The Customer shall be responsible for:

- Providing servers in accordance with timescales as agreed by the parties.
- Providing IT support for the implementation plan – opening firewalls and setting routers.
- Ensuring that remote access to the Supplier is granted as required by the Supplier.
- Providing new power and network ports (where required) at Customer sites prior to the installation of devices by the Supplier.
- Distributing the relevant client packages to end user devices.
- Ensuring the thin client support from HP to the Supplier for implementation of the new service.

Providing communications of the new service to Customer users prior to the provision of the new service.

Ensuring the Supplier has access to Customer sites during implementation to meet the timeframes in the Implementation Plan.

Providing the distribution of RFID tags.

Providing analogue fax services at Customer sites where required and identified in the Customer site maps.

Maintaining a 'near live' or 'live like' environment as a path to device deployment by the Supplier at Customer sites.

Timely availability of the right Customer business users to support User Acceptance Testing.

Aligning the test management and testing resources from the Customer and other suppliers (hosting, network).

Providing the DWP courier service to deliver and return Customer jobs.

Ensuring compliance of the Customer's IT security access to the Reprographic Service via the job submission portal.

CALL OFF SCHEDULE 5: TESTING

1. DEFINITIONS

1.1 In this Call Off Schedule 5, the following definitions shall apply:

"Component"	means any constituent parts of the Goods and/or Services, bespoke or COTS, hardware or software;
"COTS"	means commercially available off the shelf software, being software that is commonly used and is provided in a standard form and on standard licence terms which are not typically negotiated by the licensor;
"Material Test Issue"	means a Test Issue of Severity Level 1 or Severity Level 2;
"Severity Level"	means the level of severity of a Test Issue, the criteria for which are described in Annex 1;
"Test Certificate"	means a certificate materially in the form of the document contained in Annex 2 issued by the Customer when a Deliverable has satisfied its relevant Test Success Criteria;
"Test Issue Management Log"	means a log for the recording of Test Issues as described further in paragraph 10.1 of this Call Off Schedule 5;
"Test Issue Threshold"	means, in 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"	means the reports to be produced by the Supplier setting out the results of Tests;
"Test Specification"	means the specification that sets out how Tests will demonstrate that the Test Success Criteria have been satisfied, as described in more detail in paragraph 7 of this Call Off Schedule 5;
"Test Strategy"	means a strategy for the conduct of Testing as described further in paragraph 5 of this Call Off Schedule;
"Test Success Criteria"	means, in relation to a Test, the test success criteria for that Test as referred to in paragraph 7 of this Call Off Schedule;
"Test Witness"	means any person appointed by the Customer pursuant to paragraph 11 of this Call Off Schedule; and
"Testing Procedures"	means the applicable testing procedures and Test Success Criteria set out in this Schedule .

2. INTRODUCTION

2.1 This Call Off Schedule 5 (Testing) sets out the approach to Testing and the different Testing activities to be undertaken, including the preparation and agreement of the Test Strategy and Test Plan.

3. RISK

- 3.1 The issue of a Test Certificate, a Satisfaction Certificate and/or a conditional Satisfaction Certificate shall not:
 - 3.1.1 operate to transfer any risk that the relevant Deliverable or Milestone is complete or will meet and/or satisfy the Customer's requirements for that Deliverable or Milestone; or
 - 3.1.2 affect the Customer's right subsequently to reject:
 - (a) all or any element of the Deliverables to which a Test Certificate relates; or
 - (b) any Milestone to which the Satisfaction Certificate relates.
- 3.2 Notwithstanding the issuing of any Satisfaction Certificate, the Supplier shall remain solely responsible for ensuring that:
 - 3.2.1 the Goods and/or Services are implemented in accordance with this Call Off Contract; and
 - 3.2.2 each Service Level is met.

4. TESTING OVERVIEW

- 4.1 All Tests conducted by the Supplier shall be conducted in accordance with the Test Strategy, Test Specification and the Test Plan.
- 4.2 The Supplier shall not submit any Deliverable for Testing:
 - 4.2.1 unless the Supplier is reasonably confident that it will satisfy the relevant Test Success Criteria;
 - 4.2.2 until the Customer has issued a Test Certificate in respect of any prior, dependant Deliverable(s); and
 - 4.2.3 until the Parties have agreed the Test Plan and the Test Specification relating to the relevant Deliverable(s).
- 4.3 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.
- 4.4 Prior to the issue of a Test Certificate, the Customer shall be entitled to review the relevant Test Reports and the Test Issue Management Log.
- 4.5 Any Disputes between the Supplier and the Customer regarding this Testing shall be referred to the Dispute Resolution Procedure.

5. TEST STRATEGY

- 5.1 The Supplier shall develop the final Test Strategy as soon as practicable after the Call Off Commencement Date but in any case no later than twenty (20) Working Days (or such other period as the Parties may agree) after the Call Off Commencement Date.
- 5.2 The final Test Strategy shall include:
 - 5.2.1 an overview of how Testing will be conducted in relation to the Implementation Plan;
 - 5.2.2 the process to be used to capture and record Test results and the categorisation of Test Issues;

- 5.2.3 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;
- 5.2.4 the procedure to be followed to sign off each Test;
- 5.2.5 the process for the production and maintenance of Test Reports, including templates for the Test Reports and the Test Issue Management Log, and a sample plan for the resolution of Test Issues
- 5.2.6 the names and contact details of the Customer's and the Supplier's Test representatives;
- 5.2.7 a high level identification of the resources required for Testing, including facilities, infrastructure, personnel and reports relating to such personnel, and Customer and/or third party involvement in the conduct of the Tests;
- 5.2.8 the technical environments required to support the Tests; and
- 5.2.9 the procedure for managing the configuration of the Test environments.

6. TEST PLANS

6.1 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 (or such other period as the Parties may agree in the Test Strategy or otherwise) prior to the start date for the relevant Testing as specified in the Implementation Plan.

6.2 Each Test Plan shall include as a minimum:

- 6.2.1 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;
- 6.2.2 a detailed procedure for the Tests to be carried out, including:
 - (a) the relevant Test Issue Thresholds;
 - (b) the timetable for the Tests including start and end dates;
 - (c) the Testing mechanism;
 - (d) dates and methods by which the Customer can inspect Test results or witness the Tests in order to establish that the Test Success Criteria have been met;
 - (e) the mechanism for ensuring the quality, completeness and relevance of the Tests;
 - (f) the format and an example of Test progress reports and the process with which the Customer accesses daily Test schedules;
 - (g) the process which the Customer will use to review Test Issues and the Supplier's progress in resolving these on a timely basis; and
 - (h) the re-Test procedure, the timetable and the resources which would be required for re-Testing; and
 - (i) the process for escalating Test Issues from a re-test situation to the taking of specific remedial action to resolve the Test Issue.

6.3 The Customer shall not unreasonably withhold or delay its approval of the Test Plan provided that the Supplier shall implement any reasonable requirements of the Customer in the Test Plan.

7. TEST SUCCESS CRITERIA

7.1 The Test Success Criteria for all Tests shall be agreed between the Parties as part of the relevant Test Plan pursuant to paragraph 6 of this Call Off Schedule 5.

8. TEST SPECIFICATION

8.1 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 (or such other period as the Parties may agree in the Test Strategy or otherwise agree in writing) prior to the start of the relevant Testing (as specified in the Implementation Plan).

8.2 Each Test Specification shall include as a minimum:

8.2.1 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 Customer and the extent to which it is equivalent to live operational data;

8.2.2 a plan to make the resources available for Testing;

8.2.3 Test scripts;

8.2.4 Test pre-requisites and the mechanism for measuring them; and

8.2.5 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.

9. TESTING

9.1 Before submitting any Deliverables for Testing the Supplier shall subject the relevant Deliverables to its own internal quality control measures.

9.2 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 11 of this Call Off Schedule.

9.3 The Supplier shall notify the Customer at least 10 Working Days (or such other period as the Parties may agree in writing) in advance of the date, time and location of the relevant Tests and the Customer shall ensure that the Test Witnesses attend the Tests, except where the Customer has specified in writing that such attendance is not necessary.

9.4 The Customer may raise and close Test Issues during the Test witnessing process.

9.5 The Supplier shall provide to the Customer in relation to each Test:

9.5.1 a draft Test Report not less than 2 Working Days (or such other period as the Parties may agree in writing) prior to the date on which the Test is planned to end; and

- 9.5.2 the final Test Report within 5 Working Days (or such other period as the Parties may agree in writing) of completion of Testing.
- 9.6 Each Test Report shall provide a full report on the Testing conducted in respect of the relevant Deliverables, including:
- 9.6.1 an overview of the Testing conducted;
 - 9.6.2 identification of the relevant Test Success Criteria that have been satisfied;
 - 9.6.3 identification of the relevant Test Success Criteria that have not been satisfied together with the Supplier's explanation of why those criteria have not been met;
 - 9.6.4 the Tests that were not completed together with the Supplier's explanation of why those Tests were not completed;
 - 9.6.5 the Test Success Criteria that were satisfied, not satisfied or which were not tested, and any other relevant categories, in each case grouped by Severity Level in accordance with paragraph 10.1 of this Call Off Schedule; and
 - 9.6.6 the specification for any hardware and software used throughout Testing and any changes that were applied to that hardware and/or software during Testing.
- 9.7 When the Supplier has completed a Milestone it shall submit any Deliverables relating to that Milestone for Testing.
- 9.8 Each party shall bear its own costs in respect of the Testing. However, if a Milestone is not Achieved the Customer 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.
- 9.9 If the Supplier successfully completes the requisite Tests, the Customer 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 Goods and/or Services are implemented in accordance with this Call Off Contract.

10. TEST ISSUES

- 10.1 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.
- 10.2 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 Customer upon request.
- 10.3 The Customer 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.

11. TEST WITNESSING

- 11.1 The Customer may, in its sole discretion, require the attendance at any Test of one or more Test Witnesses selected by the Customer, each of whom shall have appropriate skills to fulfil the role of a Test Witness.
- 11.2 The Supplier shall give the Test Witnesses access to any documentation and Testing environments reasonably necessary and requested by the Test Witnesses to perform their role as a Test Witness in respect of the relevant Tests.
- 11.3 The Test Witnesses:
 - 11.3.1 shall actively review the Test documentation;
 - 11.3.2 will attend and engage in the performance of the Tests on behalf of the Customer so as to enable the Customer 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;
 - 11.3.3 shall not be involved in the execution of any Test;
 - 11.3.4 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;
 - 11.3.5 may produce and deliver their own, independent reports on Testing, which may be used by the Customer to assess whether the Tests have been Achieved;
 - 11.3.6 may raise Test Issues on the Test Issue Management Log in respect of any Testing; and
- 11.4 may require the Supplier to demonstrate the modifications made to any defective Deliverable before a Test Issue is closed.

12. TEST QUALITY AUDIT

- 12.1 Without prejudice to its rights pursuant to Clause 21 (Records, Audit Access and Open Book Data), the Customer or an agent or contractor appointed by the Customer 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.
- 12.2 The focus of the Testing Quality Audits shall be on:
 - 12.2.1 adherence to an agreed methodology;
 - 12.2.2 adherence to the agreed Testing process;
 - 12.2.3 adherence to the Quality Plan;
 - 12.2.4 review of status and key development issues; and
 - 12.2.5 identification of key risk areas.
- 12.3 The Supplier shall allow sufficient time in the Test Plan to ensure that adequate responses to a Testing Quality Audit can be provided.
- 12.4 The Customer will give the Supplier at least 5 Working Days' written notice of the Customer's intention to undertake a Testing Quality Audit and the Supplier may request, following receipt of that notice, that any Testing Quality Audit be delayed by a reasonable time period if in the Supplier's reasonable opinion, the carrying out of a Testing Quality Audit at the time specified by the Customer will materially and adversely impact the Implementation Plan.
- 12.5 A Testing Quality Audit may involve document reviews, interviews with the Supplier Personnel involved in or monitoring the activities being undertaken

pursuant to this Schedule, the Customer witnessing Tests and demonstrations of the Deliverables to the Customer. Any Testing Quality Audit shall be limited in duration to a maximum time to be agreed between the Supplier and the Customer on a case by case basis (such agreement not to be unreasonably withheld or delayed). The Supplier shall provide all reasonable necessary assistance and access to all relevant documentation required by the Customer to enable it to carry out the Testing Quality Audit.

- 12.6 If the Testing Quality Audit gives the Customer concern in respect of the Testing Procedures or any Test, the Customer shall:
- 12.6.1 discuss the outcome of the Testing Quality Audit with the Supplier, giving the Supplier the opportunity to provide feedback in relation to specific activities; and
 - 12.6.2 subsequently prepare a written report for the Supplier detailing its concerns,

and the Supplier shall, within a reasonable timeframe, respond in writing to the Customer's report.
- 12.7 In the event of an inadequate response to the written report from the Supplier, the Customer (acting reasonably) may withhold a Test Certificate (and consequently delay the grant of a Satisfaction Certificate) until the issues in the report have been addressed to the reasonable satisfaction of the Customer.

13. OUTCOME OF TESTING

- 13.1 The Customer will issue a Test Certificate when the Deliverables satisfy the Test Success Criteria in respect of that Test without any Test Issues.
- 13.2 If the Deliverables (or any relevant part) do not satisfy the Test Success Criteria then the Customer shall notify the Supplier and:
- 13.2.1 the Customer may issue a Test Certificate conditional upon the remediation of the Test Issues;
 - 13.2.2 where the Parties agree that there is sufficient time prior to the relevant Milestone Date, the Customer 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
 - 13.2.3 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 Customer's other rights and remedies, such failure shall constitute a material Default.
- 13.3 The Customer shall be entitled, without prejudice to any other rights and remedies that it has under this Call Off 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.
- 13.4 The Customer shall issue a Satisfaction Certificate in respect of a given Milestone as soon as is reasonably practicable following:
- 13.4.1 the issuing by the Customer of Test Certificates and/or conditional Test Certificates in respect of all Deliverables related to that Milestone which are due to be Tested; and
 - 13.4.2 performance by the Supplier to the reasonable satisfaction of the Customer of any other tasks identified in the Implementation Plan as associated with

that Milestone (which may include the submission of a Deliverable that is not due to be Tested, such as the production of Documentation).

- 13.5 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 Schedule 3 (Call Off Contract Charging, Payment and Invoicing).
- 13.6 If a Milestone is not Achieved, the Customer shall promptly issue a report to the Supplier setting out:
 - 13.6.1 the applicable Test Issues; and
 - 13.6.2 any other reasons for the relevant Milestone not being Achieved.
- 13.7 If there are Test Issues but these do not exceed the Test Issues Threshold, then provided there are no Material Test Issues, the Customer shall issue a Satisfaction Certificate.
- 13.8 If there is one or more Material Test Issue(s), the Customer shall refuse to issue a Satisfaction Certificate and, without prejudice to the Customer's other rights and remedies, such failure shall constitute a material Default.
- 13.9 If there are Test Issues which exceed the Test Issues Threshold but there are no Material Test Issues, the Customer 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:
 - 13.9.1 any Rectification Plan shall be agreed before the issue of a conditional Satisfaction Certificate unless the Customer agrees otherwise (in which case the Supplier shall submit a Rectification Plan for approval by the Customer within 10 Working Days of receipt of the Customer's report pursuant to paragraph 13.3 of this Call Off Schedule); and
 - 13.9.2 where the Customer issues a conditional Satisfaction Certificate, it may (but shall not be obliged to) revise the failed Milestone Date and any subsequent Milestone Date.

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, a Component crashes, there is database or file corruption, or data loss.

2. SEVERITY 2 ERROR

- 2.1 This is an error for which, as reasonably determined by the Customer, 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 Goods and/or Services;

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 Goods and/or Services;but for which, as reasonably determined by the Customer, 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 Goods and/or Services; and

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 Goods and/or Services.

ANNEX 2: TEST CERTIFICATE

To: [insert name of Supplier]

FROM: [insert name of Customer]

[insert Date: dd/mm/yyyy]

Dear Sirs,

TEST CERTIFICATE

Deliverable(s): *[Insert relevant description of the agreed Deliverables/Milestones]*

We refer to the agreement ("**Call Off Contract**") [insert Call Off Contract reference number] relating to the provision of the [insert description of the Goods and/or Services] between the *[insert Customer name]* ("**Customer**") and *[insert Supplier name]* ("**Supplier**") dated *[insert Call Off Commencement 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 of the Deliverables listed above have been tested successfully in accordance with the Test Plan relevant to those Deliverables.]

[OR]

[This Test Certificate is issued pursuant to paragraph 13.1 of Call Off Schedule 5 (Testing) of this Call Off Contract on the condition that any Test Issues are remedied in accordance with the Rectification Plan attached to this certificate.]

Yours faithfully

[insert Name]

[insert Position]

acting on behalf of [insert name of Customer]

ANNEX 3: SATISFACTION CERTIFICATE

To: [insert name of Supplier]

From: [insert name of Customer]

[insert Date dd/mm/yyyy]

Dear Sirs,

SATISFACTION CERTIFICATE

Milestone(s): [Insert relevant description of the agreed Milestones].

We refer to the agreement ("**Call Off Contract**") [insert Call Off Contract reference number] relating to the provision of the [insert description of the Goods and/or Services] between the [*insert Customer name*] ("**Customer**") and [*insert Supplier name*] ("**Supplier**") dated [*insert Call Off Commencement 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 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 Test Certificate has been issued in respect of those Deliverables that have not satisfied the relevant Test Success Criteria].

[OR]

[This Satisfaction Certificate is granted pursuant to paragraph 13.1 of Call Off Schedule 5 (Testing) of this Call Off Contract 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 the provisions of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)].

Yours faithfully

[insert Name]

[insert Position]

acting on behalf of [insert name of Customer]

CALL OFF SCHEDULE 6: SERVICE LEVELS, SERVICE CREDITS AND PERFORMANCE MONITORING

1. SCOPE

1.1 This Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring) sets out the Service Levels which the Supplier is required to achieve when providing the Goods and/or Services, the mechanism by which Service Level Failures and Critical Service Level Failures will be managed and the method by which the Supplier's performance in the provision by it of the Goods and/or Services will be monitored.

1.2 This Call Off Schedule 6 comprises:

- 1.2.1 Part A: Service Levels and Service Credits;
- 1.2.2 Annex 1 to Part A - Service Levels and Service Credits Table;
- 1.2.3 Annex 1 to Part B: Performance Monitoring; and
- 1.2.4 Annex 2 to Part B: Additional Performance Monitoring Requirements.
- 1.2.5 Annex 3 to Part B: Additional Performance Monitoring Requirements - Performance

PART A: SERVICE LEVELS AND SERVICE CREDITS

2. GENERAL PROVISIONS

- 2.1 The Supplier shall provide a suitably qualified nominated Call Off Contract manager, as well as a suitably qualified deputy to act in their absence, who will take over all responsibility for delivering the Goods and/ or Services required within this Call Off Contract and ensuring that all Service Levels in this Call Off Contract and Key Performance Indicators in the Framework Agreement are achieved to the highest standard throughout, respectively, the Call Off Contract Period and the Framework Period.
- 2.2 The Supplier shall within five (5) working days of the Call Off Commencement Date send to the Contracting Authorities the name and contact details (including email address and telephone numbers) of the nominated Call Off Contract Manager and Deputy Call Off Contract Manager for this Call Off Contract. The Supplier shall have arrangements in place to deal with annual leave or any other (un)planned absence.
- 2.3 The Supplier shall communicate any change in Call Off Contract Manager to Contracting Authorities, no less than one (1) month in advance of the planned change.
- 2.4 The Supplier shall provide a managed service through the provision of a dedicated Call Off Contract manager where required on matters relating to:
- 2.4.1 Supply performance;
 - 2.4.2 Quality of [Goods and/or Services];
 - 2.4.3 Customer support;
 - 2.4.4 Complaints handling; and
 - 2.4.5 Accurate and timely invoices.
- 2.5 The Supplier accepts and acknowledges that failure to meet the Service Level Performance Measures set out in the table in Annex 1 to this Part A of this Call Off Schedule 6 will result in Service Credits being issued to Customers.

3. PRINCIPAL POINTS

- 3.1 The objectives of the Service Levels and Service Credits are to:
- 3.1.1 ensure that the Goods and/or Services are of a consistently high quality and meet the requirements of the Customer;
 - 3.1.2 provide a mechanism whereby the Customer can attain meaningful recognition of inconvenience and/or loss resulting from the Supplier's failure to deliver the level of service for which it has contracted to deliver; and
 - 3.1.3 incentivise the Supplier to comply with and to expeditiously remedy any failure to comply with the Service Levels.

4. SERVICE LEVELS

- 4.1 Annex 1 to this Part A of this Call Off Schedule 6 sets out the Service Levels the performance of which the Parties have agreed to measure. All Service levels will be measured each Month.
- 4.2 The Supplier shall monitor its performance of this Call Off Contract by reference to the relevant performance criteria for achieving the Service Levels shown in Annex 1

to this Part A of this Call Off Schedule 6 (the “**Service Level Performance Criteria**”) and shall send the Customer a Performance Monitoring Report detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Call Off Schedule 6.

4.3 The Supplier shall, at all times, provide the Goods and/or Services in such a manner that the Service Levels Performance Measures are achieved.

4.4 If the level of performance of the Supplier of any element of the provision by it of the Goods and/or Services during the Call Off Contract Period:

4.4.1 is likely to or fails to meet any Service Level Performance Measure or

4.4.2 is likely to cause or causes a Critical Service Failure to occur,

4.4.3 the Supplier shall immediately notify the Customer in writing and the Customer, in its absolute discretion and without prejudice to any other of its rights howsoever arising including under Clause 13 of this Call Off Contract (Service Levels and Service Credits), may:

- (a) require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Customer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring; and
- (b) if the action taken under paragraph (a) above has not already prevented or remedied the Service Level Failure or Critical Service Level Failure, the Customer shall be entitled to instruct the Supplier to comply with the Rectification Plan Process; or
- (c) if a Service Level Failure has occurred, deduct from the Call Off Contract Charges the applicable Service Level Credits payable by the Supplier to the Customer in accordance with the calculation formula set out in Annex 1 of this Part A of this Call Off Schedule 6; or
- (d) if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure in accordance with Clause 14 of this Call Off Contract (Critical Service Level Failure) (including subject, for the avoidance of doubt, the proviso in Clause 14.2.2 of this Call Off Contract in relation to Material Breach).

4.5 Approval and implementation by the Customer of any Rectification Plan shall not relieve the Supplier of any continuing responsibility to achieve the Service Levels, or remedy any failure to do so, and no estoppels or waiver shall arise from any such Approval and/or implementation by the Customer.

5. SERVICE CREDITS

5.1 Annex 1 to this Part A of this Call Off Schedule 6 sets out the formula used to calculate a Service Credit payable to the Customer as a result of a Service Level Failure in a given Month which, for the purpose of this Call Off Schedule 6, shall be a recurrent period of one Month during the Call Off Contract period.

5.2 Annex 1 to this Part A of this Call Off Schedule 6 includes details of each Service Credit available to each Service Level Performance Criterion if the applicable Service Level Performance Measure is not met by the Supplier.

5.3 The Customer shall use the Performance Monitoring Reports supplied by the Supplier under Part B (Performance Monitoring) of this Call Off Schedule 6 to verify the calculation and accuracy of the Service Credits, if any, applicable to each relevant Month.

5.4 Service Credits are a reduction of the amounts payable in respect of the Goods and/or Services 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 Annex 1 of Part A of this Call Off Schedule 6.

6. NATURE OF SERVICE CREDITS

6.1 The Supplier confirms that it has modelled the Service Credits and has taken them into account in setting the level of the Call Off Contract Charges. Both Parties agree that the Service Credits are a reasonable method of price adjustment to reflect poor performance.

ANNEX 1 TO PART A: SERVICE LEVELS AND SERVICE CREDITS TABLE

ANNEX 1 TO PART A: SERVICE LEVELS AND SERVICE CREDITS TABLE

No	Stream	Component	Service Level Agreement	Service Level Agreement Measure (per Month)	Service Level Agreement Target	Service Credit
1.	Reprographics CRITICAL	Immediate Requisitions	Reprographic jobs completed and dispatched within 24 hours from receipt of job by the Contractor	Reporting of MI	99.5%	3%
2.	Reprographics CRITICAL	Standard Requisitions	Reprographic jobs completed and dispatched within 72 hours from receipt of job by the Contractor	Reporting of MI	99.5%	3%
3.	Service Management (MFDs and Reprographics)	MI	MI to be received within 7 calendar days of month end.	Reporting of MI	100%	
4.	Reprographics CRITICAL	All Requests	Reprographic jobs to meet quality standards	Reporting of MI	100%	
5.	Reprographics	All Requests	Request for any re-work to be completed and dispatched within 24 hours of receipt	Reporting of MI	100%	
6.	Service Management (MFDs and Reprographics)	Helpdesk telephony & IT response	Customer queries to the Supplier are answered within 4 working hours	Reporting of MI	99%	
7.	Service Management (MFDs and Reprographics)	Helpdesk Queries	Inbound telephone calls will be answered Helpdesk operative within 8 seconds	Reporting of MI	98.5%	
8.	Service Management	Helpdesk	Voice mails left during standard working hours will be	Reporting of MI	100%	

	(MFDs and Reprographics)		acknowledged within 60 minutes			
9.	Service Management (MFDs and Reprographics)	Helpdesk	Voicemails left outside standard working hours will be acknowledged within 60 minutes of the next working day	Reporting of MI	100%	
10.	Service Management (MFDs and Reprographics)	Helpdesk	Faxes received during standard working hours will be acknowledged within 60 minutes	Reporting of MI	100%	
11.	Service Management (MFDs and Reprographics)	Helpdesk	Faxes received outside standard working hours will be acknowledged within 60 minutes of the next working day	Reporting of MI	100%	
12.	Service Management (MFDs and Reprographics)	Helpdesk	Email received during standard working hours will be acknowledged within 60 minutes	Reporting of MI	100%	
13.	Service Management (MFDs and Reprographics)	Helpdesk	Email received outside standard working hours will be acknowledged within 60 minutes of the next working day	Reporting of MI	100%	
14.	Service Management (MFDs and Reprographics)	Queries and Complaints Management	First Response to a Customer complaint (receipt of complaint) within 48 hours	Reporting of MI	99%	
15.	Service Management (MFDs and Reprographics)	Queries and Complaints Management	Response to a Customer escalated complaint (receipt of complaint) within 24 hours	Reporting of MI	99%	
16.	Service Management (MFDs and Reprographics)	Queries and Complaints Management	General queries and complaints should be resolved within 3 calendar days.	Reporting of MI	99%	2%

17.	Service Management (MFDs and Reprographics)	Queries and Complaints Management	Complex queries and complaints should be resolved within 21 calendar days	Reporting of MI	100%	3%
18.	Service Management (MFDs and Reprographics)	Queries and Complaints Management	Accurate invoices supplied to the Customer within 7 calendar days of the end of the Reporting Period	Reporting of MI and Invoices	100%	3%
19.	Multi-Functional Devices CRITICAL	Incident Resolution	Prioritised incidents (SEV1#) resolved within 4 hours	Reporting of MI	99%	3%
20.	Multi-Functional Devices CRITICAL	Incident Resolution	Prioritised incidents (SEV2#) resolved within 6 hours	Reporting of MI	99%	3%
21.	Multi-Functional Devices CRITICAL	Incident Resolution	Prioritised incidents (SEV3#) resolved within 8 hours	Reporting of MI	99%	3%
22.	Multi-Functional Devices CRITICAL	Incident Resolution	Prioritised incidents (SEV4#) resolved with 2 working days.	Reporting of MI	99%	3%
23.	Multi-Functional Devices	Service Request	Single service requests completed within 10 working days	Reporting of MI	99%	
24.	Multi-Functional Devices	Service Request	Completion of multiple service requests where this is part of a bulk request, within the timescale agreed on a case by case basis.	Reporting of MI	99%	

25.	Multi-Functional Devices	Functional Availability	Measure of the overall functionality of MFDs in the estate (print/copy/fax/scan)	Reporting of MI	99.9%	
26.	Multi-Functional Devices CRITICAL	Availability	The MFDs devices will be available from 8.00am to 8.00pm Monday – Saturday.	Reporting of MI	99.9%	3%
27.	Multi-Functional Devices CRITICAL	Consumables	Manual consumables ordered to be delivered within 48 hours of supplier receipt of order	Reporting of MI	98%	3%
28.	Multi-Functional Devices CRITICAL	Consumables	Consumables ordered via an automated route are delivered to site prior to exhaustion of the existing consumable	Reporting of MI	99%	3%
29.	Multi-Functional Devices	Device Replacement	Failed devices are to be replaced within 72 hours of acceptance of the failure by the supplier.	Reporting of MI	99.9%	

Critical Service Failure will be classed as:

- (1) Failure to meet the Service Level on two occasions in a rolling 4 Month period for a single Critical Service Level or
- (2) Failure to meet the Service Level on ten or more occasions in a rolling 4 Month period across the ten Critical Service Levels

(Note: # Please refer to Annex 1 of Schedule 2 of this Call Off contract for full description)

The Service Credits shall be calculated on the basis of the following formula:

Example:

Formula: $x\% \text{ (Service Level Performance Measure)} - x\% \text{ (actual Service Level performance)}$ = $x\%$ of the Call Off Contract Charges payable to the Customer as Service Credits to be deducted from the next Valid Invoice payable by the Customer

Worked example: 98% (e.g. Service Level Performance Measure requirement for Service Level Performance Criterion of accurate and timely billing to Customer) - 75% (e.g. actual performance achieved against this Service Level Performance Criterion in a Month) = 15% of the Call Off Contract Charges payable to the Customer as Service Credits to be deducted from the next Valid Invoice payable by the Customer

ANNEX 1 TO PART B: PERFORMANCE MONITORING

7. PRINCIPAL POINTS

7.1 Part B to this Call Off Schedule 6 provides the methodology for monitoring the provision of the Goods and/or Services:

- 7.1.1 to ensure that the Supplier is complying with the Service Levels; and
- 7.1.2 for identifying any failures to achieve Service Levels in the performance of the Supplier and/or provision of the Goods and/or Services ("**Performance Monitoring System**").

7.2 Within twenty (20) Working Days of the Call Off Commencement Date the Supplier shall provide the Customer 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.

8. REPORTING OF SERVICE FAILURES

8.1 The Supplier shall report all failures to achieve Service Levels and any Critical Service Level Failure to the Customer in accordance with the processes agreed in paragraph 7.2 of Part B of this Call Off Schedule 6 above.

9. PERFORMANCE MONITORING AND PERFORMANCE REVIEW

9.1 The Supplier shall provide the Customer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to paragraph 7.2 of Part B of this Call Off Schedule 6 above which shall contain, as a minimum, the following information in respect of the relevant Month just ended:

- 9.1.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Month;
- 9.1.2 a summary of all failures to achieve Service Levels that occurred during that Month;
- 9.1.3 any Critical Service Level Failures and details in relation thereto;
- 9.1.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
- 9.1.5 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
- 9.1.6 such other details as the Customer may reasonably require from time to time.

9.2 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a monthly basis (unless otherwise agreed). The Performance Review Meetings will be the forum for the review by the Supplier and the Customer of the Performance Monitoring Reports. The Performance Review Meetings shall (unless otherwise agreed):

- 9.2.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier;
- 9.2.2 take place at such location and time (within normal business hours) as the Customer shall reasonably require unless otherwise agreed in advance;

- 9.2.3 be attended by the Supplier's Representative and the Customer's Representative; and
- 9.2.4 be fully minuted by the Supplier. The prepared minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Customer's Representative and any other recipients agreed at the relevant meeting. The minutes of the preceding month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Customer's Representative at each meeting.
- 9.3 The Customer shall be entitled to raise any additional questions and/or request any further information regarding any failure to achieve Service Levels.
- 9.4 The Supplier shall provide to the Customer such supporting documentation as the Customer 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 Month.
- 9.5 The Supplier shall manage the Call Off Contract for Lots 2, 3, 4, 5 and 6 by utilising the Contracting Authorities tiered Supplier Relationship Management (SRM) approach as set out in clause 3.6, which provides escalation routes and enables development of the key strategies at senior levels.
- 9.6 The Supplier shall agree the level of engagement and frequency with Contracting Authorities within one (1) month of the Call Off Commencement Date, but as a minimum this shall include the following for Lots 2, 3, 4, 5 and 6:

Frequency	Status	Format	Attendees	Information Required
Monthly	Operational	Meeting or telephone conference	To be agreed at Implementation	Monthly MI Highlight Report
Quarterly	Operational	Meeting	To be agreed at Implementation	Highlight Report Dashboard Continuous Improvement Plan
Bi-annually	Operational / Strategic	Meeting	To be agreed at Implementation	Dashboard, Mid-Year Review and Forecast Report
Annually	Strategic	Meeting	To be agreed at Implementation	Dashboard, End of Year Review and Forecast Report

- 9.7 The Supplier's Call Off Contract Manager shall ensure where Service Levels are not being met, that appropriate extra resources are committed promptly and action is taken to resolve any issues to the satisfaction of Contracting Authorities which may include a Performance Improvement Plan (PIP).

10. SATISFACTION SURVEYS

- 10.1 In order to assess the level of performance of the Supplier, the Customer may undertake satisfaction surveys in respect of the Supplier's provision of the Goods and/or Services.
- 10.2 The Customer shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Goods and/or Services which the responses to

the Satisfaction Surveys reasonably suggest are not in accordance with this Call Off Contract.

- 10.3 All other suggestions for improvements to the provision of Goods and/or Services shall be dealt with as part of the continuous improvement programme pursuant to Clause 18 of this Call Off Contract (Continuous Improvement).

ANNEX 2 TO PART B: ADDITIONAL PERFORMANCE MONITORING REQUIREMENTS

In this Annex 2 to Part B of Call Off Schedule 6, the following definitions shall apply, if selected by the Customer in the Call Off Order Form:

- "Project Manager" means the manager described in paragraph 1.1 of this Annex;
"Technical Board" means the board described in paragraph 1.1 of this Annex;

1. MANAGEMENT OF THE GOODS AND/OR SERVICES

- 1.1 The Supplier and the Customer shall each appoint a Project Manager for the purposes of this Call Off Contract through whom the provision of the Goods and/or Services shall be managed at a day-to-day.
- 1.2 Both parties shall ensure that appropriate resource is made available on a regular basis including, for example, a Technical Board such that the aims, objectives and specific provisions of this Call Off Contract can be fully realised.

2. TECHNICAL BOARD

- 2.1 The Technical Board shall be established by the Customer for the purposes of this Call Off Contract on which the Supplier and the Customer shall be represented.
- 2.2 The Technical Board members, frequency and location of board meetings and planned start date by which the board shall be established shall be set out in Annex
- 2.3 In the event that either Party wishes to replace any of its appointed board members, that party shall notify the other in writing of the proposed change for agreement by the other Party (such agreement not to be unreasonably withheld or delayed). Notwithstanding the foregoing it is intended that each Customer board member has at all times a counterpart Supplier board member of equivalent seniority and expertise.
- 2.4 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 Technical Board meeting in his/her place (wherever possible) is properly briefed and prepared and that he/she is debriefed by such delegate after the board meeting.
- 2.5 The Technical Board shall be accountable to the Project Managers for oversight of the technology used by the Supplier and ensuring that technological choices are made to maximise the long term value of the Goods and/or Services.
- 2.6 The Technical Board shall:
 - 2.6.1 assure compliance with the overall technical architecture of the Customer and with Government IT Strategy (as defined at https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/85968/uk-government-government-ict-strategy_0.pdf);
 - 2.6.2 grant dispensations for variations from such compliance where appropriate;
 - 2.6.3 assure the coherence and consistency of the systems architecture for the provision of the Goods and/or Services;

- 2.6.4 monitor developments in new technology and reporting on their potential benefit to the provision of the Goods and/or Services;
- 2.6.5 provide advice, guidance and information on technical issues; and
- 2.6.6 assure that the technical architecture for the provision of the Goods and/or Services is aligned to the requirements specified in Call Off Schedule 2 (Goods and Services) and has sufficient flexibility to cope with future requirements of the Customer.

ANNEX 3 TO PART B: ADDITIONAL PERFORMANCE MONITORING REQUIREMENTS - PERFORMANCE

Section A

1. INTRODUCTION

- 1.1. The purpose of section A of this annex is to describe the set of measures the Customer shall apply in order to effectively assess and manage the performance of its Multi-Functional Devices and Reprographic Service.
- 1.2. The governance structure for Multi-Functional Devices and Reprographic Service will be defined and agreed as part of the service implementation.
- 1.3. The Supplier shall ensure that it performs all obligations set out in this Annex from the Commencement Date of Multi-functional Devices and Reprographic Service. The performance measures shall include Management Information (MI) in the form of agreed MI reports which shall be sent by the Supplier to the Customer at the agreed, specified times and by the agreed, secure delivery method.
- 1.4. The format and content of the MI Reports shall be agreed between the Supplier and the Customer as part of the implementation of Multi-Functional Device and Reprographic Service. The Supplier shall ensure that an agreed template is used for each MI Report.
- 1.5. **As a minimum, reporting will consist of:**
 - 1.5.1. A monthly MI report; produced and submitted by the Supplier within five (5) Service Days after the last Service Day of each month. This report will provide the consolidated version of the relevant MI reports (including the volumetric data and performance information generated by its own systems), and will summarise its performance against each of the Multi-functional Devices and Reprographic Service service Levels and KPIs for the relevant month;
 - 1.5.2. The monthly MI report shall also provide trend analyses of the Supplier's performance against each of the Multi-Functional Device and Reprographic Service service levels and KPI's; for the reporting period and from the commencement date of the contract.
 - 1.5.3. In each case, prior to submitting the mi reports to the Customer, the Supplier shall ensure that all mi is accurate and has been properly validated;
 - 1.5.4. In each case, the Supplier will submit the reports to the Customer, using the secure delivery method agreed with the Customer.
- 1.6. The Parties shall acknowledge that, as at the Commencement Date of Multi-Functional Device and Reprographic Service, this Annex sets out the framework for measurement and assessment of the Supplier 's performance; and that the specific metrics, targets and other thresholds applicable to Multi-Functional Device and Reprographic Service Performance Management, shall be subject to further development and (where relevant) agreement between the Parties in accordance with the Change Control Procedure.

- 1.7. In the event that the Supplier is party to multiple contracts in respect of the provision of services to the Customer, each such contract shall be subject to separate performance assessment in accordance with the mechanisms set out in this Annex.

2. PERFORMANCE MANAGER

- 2.1. Each party shall appoint a senior manager to perform the role of a performance manager, who will:
 - 2.1.1. Act as that party's primary contact in respect of the performance management activities described in this annex;
 - 2.1.2. Lead and participate (as applicable) in formal monthly meetings with the other party's representative(s) at the monthly performance review board, to review the Supplier's performance in connection with the provisions of this annex ;
 - 2.1.3. Act as an escalation point in respect of issues arising pursuant to the obligations set out in this Annex;
 - 2.1.4. Consult with their counterpart at the other Party in respect of significant investment decisions relating to the services provided by the Supplier to the Customer, for financial accounting purposes;
 - 2.1.5. Have the authority to influence or make decisions in relation to that Party's resource usage, operational delivery and strategic direction.

3. PERFORMANCE MEASURES

3.1. Performance Balanced Scorecard

- 3.1.1. The Customer shall produce a Performance Balanced Scorecard for each quarter (three months) following the Commencement Date of Multi-Functional Device and Reprographic Service, for the duration of the Agreement, each of which shall be reviewed and approved by the Customer's and the Supplier's Performance Managers at the monthly Performance Review Board meetings.
- 3.1.2. The Performance Balanced Scorecard shall comprise the following elements:
 - 3.1.2.1. Service Performance, as further described at Paragraphs 3.3;
 - 3.1.2.2. Financial Performance, as further described at Paragraph 3.4;
 - 3.1.2.3. Supplier Relationship Assessment, as further described at Paragraphs 3.5; and
 - 3.1.2.4. Collaborative Behaviours, as further described at Paragraphs 3.6.
- 3.1.3. Each element described in Paragraph 3.2 **Error! Reference source not found.** (each of which shall be known as a "Quadrant") shall define a number of measures to be used to determine Supplier performance. Such measures shall be aggregated into overall scores using pre-determined weightings to provide an overall view of Supplier performance in each

Quadrant. An example Performance Balanced Scorecard is included at Appendix 4 to this Annex, including example weightings relating to the assessment of each Quadrant. Actual weightings and target values for each Quadrant shall be confirmed by the Customer.

3.2. Performance Summary Report

3.2.1. The Supplier shall produce and submit a Performance Summary Report for each month with that month's MI, following the Commencement Date of Multi-Functional Device and Reprographic Service, for the duration of the Contract. Each Performance Summary Report shall be reviewed by the Customer's and the Supplier's Performance Managers at the monthly Performance Review Board meetings, to assess the Performance Summary Report outcomes and review any Performance Improvement Plans produced by the Supplier pursuant to this Annex.

3.2.2. The Supplier's Performance Summary Report shall comprise the following elements:

3.2.2.1. Service performance, as further described at paragraphs 3.3;

3.2.2.2. Financial Performance, as further described at Paragraph 3.4;

3.2.2.3. Supplier Relationship Assessment, as further described at Paragraphs 3.5; and

3.2.2.4. Collaborative Behaviours, as further described at Paragraphs 3.6.

3.2.3. Each element described in Paragraph 3.5 shall be used to determine the Supplier's performance. Results will be confirmed by the Customer at the monthly Performance Review Board meetings.

3.3. Service Performance

3.3.1. The Customer shall assess the Supplier's performance in the delivery of Multi-Functional Device and Reprographic Service, using the Service Levels and KPIs defined within the Statement of Requirements.

3.3.2. In addition to the assessment of the Service Levels and KPIs, during the Contract Term the Customer shall develop the Customer Satisfaction indicators which, following their development, will appear in a Customer Satisfaction Survey in respect of the Supplier, which shall be carried out quarterly, following the Commencement Date (or such other period as the Parties shall agree) in order to determine satisfaction of the DWP Stakeholders provided by the Supplier.

3.3.3. The contractual measures and the Customer Survey results outlined in Paragraphs 3.3.1 and 3.3.2 shall be used to provide an overall assessment of the Supplier's performance.

3.4. Financial Performance

3.4.1. The Financial Performance data to be included in each of the Supplier's Performance Summary Reports shall reflect the information detailed in the relevant invoice raised by the Supplier for delivery of Multi-Functional Device and Reprographic Service in that month in order to facilitate authorisation of payment by the Customer. It shall also include:

- 3.4.1.1. Details of the Service Volumetrics which relate to the Charges detailed in the relevant invoice;
 - 3.4.1.2. The value of any Multi-Functional Device and Reprographic Service service credits to be applied in respect of that month, indicating the service level failure(s) to which the service credit relates;
 - 3.4.1.3. Details of any circumstances which the Supplier believes give rise to excused performance;
 - 3.4.1.4. A rolling total of Multi-Functional Device and Reprographic Service service level failures that have occurred and the number and value of service credits over the previous six (6) months.
- 3.4.2. In addition to the financial performance information provided in the monthly performance summary reports; for every year following the commencement date, immediately following the release of the supplier's annual financial statement, the supplier shall, using the template set out in appendix 1 to this annex , provide financial data for the following
- 3.4.2.1. Revenue profile; showing an objective, transparent and trustworthy view of the Supplier's revenue position with respect to anticipated income in respect of this agreement, which shall be expressed as a percentage based on the Supplier's actual income against its expected income at contract signature;
 - 3.4.2.2. Profit profile; showing an objective, transparent and trustworthy view of the Supplier's profit position, with respect to its anticipated profit rate in respect of this agreement, which shall be expressed as a percentage based on the Supplier's actual profit rate against its expected profit rate at contract signature.
 - 3.4.2.3. New business profile; showing an objective, transparent and trustworthy view of how much the value of the contract to the Supplier has increased since contract signature. This shall be expressed as a percentage increase in contract value against the original contract value at contract signature;
 - 3.4.2.4. Account standing; summarising the relative significance of the Customer's business to the Supplier, as measured by both the percentage of revenue received from the Customer against the Supplier's total revenue received UK for all revenue profile; showing an objective, transparent and trustworthy view of the Supplier's revenue position with respect to anticipated income in respect of this agreement, which shall be expressed as a percentage based on the Supplier's actual income against its expected income at contract signature;
 - 3.4.2.5. Public sector clients: and by the percentage of revenue received from the Customer; and from all other government departments, against the Supplier's total revenue received from the UK, Europe, global for all clients;
 - 3.4.2.6. Supplier investment; a measure of the actual investment made by the Supplier in relation to the Customer contract. This shall be expressed as a percentage of the actual investment against the investment stated at contract signature.
- 3.4.3. Such financial information shall not be publicly shared by the Customer but may be shared externally with the cabinet office and members of the

appropriate cabinet office chaired groups; or any other government department with which the Customer is instructed to liaise.

3.5. Supplier Relationship Assessment

3.5.1. The Parties shall use the Customer's Supplier Relationship Assessment process in order to assess the maturity and effectiveness of the relationship between the Supplier and the Customer.

3.5.2. The Supplier shall acknowledge that the Supplier Relationship Assessment process is part of the Customer's wider Strategic Supplier Relationship Management (SSRM) approach, which comprises a structured and comprehensive set of activities to stimulate the development of partnership and a collaborative approach between the Customer and its strategic Suppliers.

3.5.3. The Parties shall conduct surveys on a quarterly basis to assess the relative maturity and effectiveness of each of the following factors relating to the Supplier:

3.5.3.1. Leadership;

3.5.3.2. Building relationships;

3.5.3.3. Collaboration; and

3.5.3.4. Innovation and Continual service improvement;

3.5.3.5. Delivery of Service.

3.5.4. A predefined set of statements, an illustrative example of which is set out in Appendix 2 to this Annex, shall be used in order to assess the relative maturity of each factor. The Customer shall confirm the final form of survey to be utilised in undertaking Supplier Relationship Assessment after the Commencement Date.

3.5.5. In the event of a disagreement between the Customer and the Supplier regarding relative maturity scores, the Customer's view shall prevail.

3.5.6. Where the Supplier fails to meet the agreed targets relating to the Service Levels, KPIs and Supplier Relationship requirements applicable to the Supplier, the Supplier shall provide a Supplier Performance Improvement Plan that details the changes they will make to improve any areas of performance, in accordance with the obligations set out in this Annex.

3.6. Collaborative Behaviours

3.6.1. The Customer requires a culture of collaboration and co-operation amongst Suppliers who participate in the delivery of services which integrate or interface with, or are similar to, Multifunctional Devices, Managed Print and Content Services and Records and Information Management; to ensure consistent and integrated service delivery across the Customer's supply community.

3.6.2. The Supplier will display the following behaviours to other Collaborative Partners when performing Multi-Functional Device and Reprographic Service, in order to support the Customer in achieving the objectives of Collaborative Behaviours anticipated by this Annex:

- 3.6.2.1. Collaborative intention: collaborate and co-operate positively with the Customer and with other Collaborative Partners, where this is required to achieve a successful outcome to relevant activities and actions;
 - 3.6.2.2. Openness: communicate openly and honestly about concerns, issues or opportunities, fully explaining positions and having a willingness to take the time to listen to others;
 - 3.6.2.3. Self-accountability: take on, manage and account to the Customer and other Collaborative Partners for performance of specific tasks allocated;
 - 3.6.2.4. Self-awareness and awareness of others: commit to understand the Supplier's own organisation and issues within their organisation as well as understanding concerns, intentions and motivations of the Customer and other Collaborative Partners; and the culture and context of all parties;
 - 3.6.2.5. Problem solving: use problem-solving methods that promote a collaborative atmosphere and avoid fostering covert, overt, conscious or unconscious enmity, conflicts or point-scoring;
 - 3.6.2.6. Supporting innovation: seek to identify and deliver improvements to both Multifunctional Devices, Managed Print and Content Services and Records and Information Management and the overall total service delivery cost, achieved by directly identifying improvements to the Services and supporting the Customer and Collaborative Partners in their search for improvements within their services.
- 3.6.3. The Supplier shall complete a survey every Quarter, using a predefined set of statements, an illustrative example of which is set out in Appendix 3 to this Annex, to self-assess their performance against the Collaborative Behaviours and to provide a perception of the extent to which other Collaborative Partners are achieving the same Collaborative Behaviours so that the Customer may publish the aggregate scores for each Collaborative Partner, whilst keeping the specific scores for each Collaborative Partner and the individual Collaborative-Partner-to-Collaborative-Partner perception scores confidential. These surveys shall focus on interactions between the Supplier and other Collaborative Partners. The Customer shall also assess the Supplier's and other Collaborative Partners' performance against the Collaborative Behaviours. The Customer shall confirm the final form of the Collaborative Behaviours survey.
- 3.6.4. The Supplier shall, in undertaking the Collaborative Behaviours described in Paragraph 3.6:
- 3.6.4.1. Work with the other Collaborative Partners in good faith to ensure integration and interfacing where Services are subject to inter-party dependencies;
 - 3.6.4.2. Operate and maintain all Software, Hardware or technology in accordance with Good Industry Practice where there is interoperation with another Collaborative Partner;
 - 3.6.4.3. Assist with any testing and/or any quality assurance analysis to be undertaken by the Customer or any other Collaborative Partner;

- 3.6.4.4. Provide prompt access to any of their resources, systems, Software and materials required by the other Collaborative Partners and/or their respective sub-contractors to enable them to provide their services to the Customer and to deal with security and/or compliance issues, assessments and actions;
- 3.6.4.5. Promptly provide the other Collaborative Partners and any relevant sub-contractors with all relevant information (including details of all operating environments, system constraints, all relevant information concerning interfacing, interoperation and operating parameters that may be reasonably required by the other Collaborative Partners) that they may need to provide their Services to the Customer; and
- 3.6.4.6. Promptly escalate any issues or perceived problems in respect of the Collaborative Behaviours through the governance route defined by the Customer.
- 3.6.4.7. The collaboration and co-operation, support, information and assistance to be provided by the Collaborative Partner shall be provided in accordance with the following principles:
- 3.6.4.8. The principle that each Collaborative Partner shall provide support, information and assistance in a proactive, transparent and open way and in a spirit of trust and mutual confidence;
- 3.6.4.9. The principle of 'fix first, discuss later', requiring that each Collaborative Partner shall concentrate on solving problems as expeditiously and cost effectively as possible and leave any disputes as to which Collaborative Partner is responsible, which Collaborative Partner should bear the cost of fixing the Problem and any associated legal issues until resolution of the relevant problem. See Section Customer Remedies For Default;
- 3.6.4.10. The principle that collaborative and co-operative behaviour and overall cost efficiency should be promoted. For the avoidance of doubt, if this Agreement and any other relevant agreement in place between a Collaborative Partner and the Customer allows for the performance of a certain obligation in different ways, then each relevant Collaborative Partner shall in good faith (i) take the cost impact of its choice on the other Collaborative Partners into consideration when making such choice; and (ii) refrain from knowingly choosing an option which would significantly and without justification increase the costs of any of the other Collaborative Partners or of the Customer;
- 3.6.4.11. The principle that all Collaborative Partners shall procure the adherence of employees and Sub-contractors to these collaboration and co-operation requirements.

4. SUPPLIER PERFORMANCE IMPROVEMENT PLANS

- 4.1. To the extent that the Supplier is failing to perform its obligations in respect of any of the performance measures, the Customer shall be entitled to require the

Supplier to prepare a draft plan (a "Supplier Performance Improvement Plan") setting out:

- 4.1.1. The steps which the Supplier intends to take in order to remediate the relevant failures; and
- 4.1.2. The timescales in which such steps shall be undertaken.
- 4.2. The draft Supplier Performance Improvement Plan shall be submitted to the Customer for its Approval as soon as possible and in any event not later than ten (10) Working Days (or such other period as the Customer may permit and notify to the Supplier in writing) after the Customer's request pursuant to Paragraph 4.1 above.
- 4.3. The Customer shall not withhold its Approval of a draft Supplier Performance Improvement Plan unreasonably. If the Customer does not Approve the draft Supplier Performance Improvement Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Supplier Performance Improvement Plan, which shall be resubmitted to the Customer within two (2) Working Days (or such other period as the Customer may permit and notify to the Supplier in writing) of the rejection of the first draft. The Customer may withhold Approval of the draft Supplier Performance Improvement Plan if the plan does not provide assurance regarding the allocation of sufficient resource to achieve the proposed improvements.
- 4.4. The Supplier shall comply with the Supplier Performance Improvement Plan following its Approval by the Customer.

5. CONSISTENCY AND INTERFACES

- 5.1. The Supplier shall acknowledge the importance of adopting a consistent manner in its approach in respect of the interfacing and interoperability of any aspect of Multi-Functional Device and Reprographic Service and/or the Supplier's System with the Customer and Collaborative Partners.
- 5.2. The Supplier shall acknowledge that, to achieve consistency between Collaborative Partners, it shall adopt to the extent possible, any common terminology or taxonomy defined within this Agreement, the Change Lifecycle and/or the Standards. Where the Supplier is unable to adopt any required terminology or taxonomy, the Supplier will notify the Customer and shall cooperate with the Customer and other Collaborative Partner(s) (as relevant) to resolve any such issues.

6. CROSS GOVERNMENT INITIATIVES

- 6.1. The Supplier acknowledges that Her Majesty's Government (HMG) intends to establish and operate collaborative programmes similar to those set out in this Annex in order to facilitate the re-use of documentation, software, data, Intellectual Property Rights (IPR) and associated materials which have been deployed for one or more Contracting Authorities, for the wider benefit of all Contracting Authorities and to support more effective management of HMG's supply chain ("HMG Collaborative Agenda").

- 6.2. The SUPPLIER shall actively participate in the HMG Collaborative Agenda.

7. CUSTOMER INNOVATION ARRANGEMENTS

- 7.1. The Customer shall establish an All Supplier Forum with all Suppliers that directly form part of the Multi-Functional Device and Reprographic Service supply chain; the aims of this forum shall be to seek to identify technical and operational innovations, which may bring wider benefit to the Customer's estate.
- 7.2. Each Supplier shall participate in the All Supplier Forum through a single nominated representative. The Customer shall also have representation at the All Supplier Forum and shall act as the Chair.
- 7.3. The All Supplier Forum shall provide overall direction to Suppliers in relation to the achievement of Innovation and recommend and (where appropriate) authorise Suppliers to participate and invest in Innovation Projects.
- 7.4. The All Supplier Forum shall discuss and consider Innovations on a quarterly basis and shall require all Third Party Service Providers to attend and bring at least one proposed Innovation Project to the All Supplier Forum for discussion and consideration by the Customer.

8. THIRD PARTY CONFIDENTIAL INFORMATION

- 8.1. The Supplier may, during the course of participating in the activities anticipated under this Annex, observe, be provided with or otherwise acquire information, knowledge, documents and other material, whether written or oral (including, without limitation, personal data and intellectual property), which relate to the business, affairs, developments, proposals, know-how, commercial arrangements or intentions of other Collaborative Partners ("Confidential Collaborative Information").
- 8.2. The Supplier shall understand the confidential nature of the Confidential Collaborative Information and shall undertake, for the benefit of each Collaborative Partner, that:
- 8.2.1. It shall safeguard and keep the Confidential Collaborative Information confidential and shall not:
- 8.2.2. Disclose the Confidential Collaborative Information to anyone who is not authorised to receive it in the course of the activities anticipated under this Annex; or
- 8.2.3. use the Confidential Collaborative Information for any purpose other than as required in connection with the activities anticipated under this Annex; and
- 8.2.4. It shall comply with any further instructions relating to the use and/or disclosure of specific elements of Confidential Information notified to the relevant service providers via the appropriate Supplier Governance route.

- 8.3. Paragraph 8.2 shall apply to all Confidential Collaborative Information except to the extent of any information that:
 - 8.3.1. Is already a matter of public knowledge;
 - 8.3.2. Has been lawfully obtained by the recipient under any other agreement or understanding;
 - 8.3.3. Is independently developed by the recipient without access to the Confidential Collaborative Information; or
 - 8.3.4. The Supplier is obliged by law to disclose to a third party.
- 8.4. Nothing in this Annex shall prevent the Supplier from using any techniques, ideas or know-how gained during the performance of the activities and obligations set out in this Annex in the course of its normal business to the extent that this use does not result in a disclosure of any Confidential Collaborative Information or an infringement of any IPR.
- 8.5. The Supplier shall not retain and shall return or destroy copies of all Confidential Collaborative Information immediately upon the earlier of:
 - 8.5.1. Any breach by it of these confidentiality provisions; or
 - 8.5.2. Completion of the collaborative task or activity in relation to which such Confidential Collaborative Information was originally made available; or
 - 8.5.3. Otherwise on termination of this Agreement.
- 8.6. The Customer shall procure that each Collaborative Partner shall, as a precondition to participation in the activities and obligations anticipated by this Annex, enter into a Confidentiality Undertaking on terms no less onerous than those set out in this Paragraph 8, pursuant to which:
- 8.7. The relevant service provider undertakes to safeguard and keep confidential any Confidential Collaborative Information which relates to, or is made available by, the Supplier; and
- 8.8. the Supplier is entitled to enforce rights against the relevant Collaborative Partner in respect of any breach of that undertaking as a third party beneficiary.

9. THIRD PARTY RIGHTS

- 9.1. Paragraph 8 may be enforced by any Collaborative Partner in their own name as a third party beneficiary in accordance with the Contracts (Rights of Third Parties) Act 1999.

10. RESOLUTION OF ISSUES

- 10.1. If the Supplier has any issues, concerns or complaints regarding any matter set out in this Annex, including the conduct of any other Collaborative Partner, and such issues, concerns or complaints cannot be resolved by dialogue between the Collaborative Partners, the Supplier shall notify the Customer Representative

who shall seek to resolve the issue by a process of consultation with the Collaborative Partner via the All Supplier Forum.

B. GOVERNANCE

11. INTRODUCTION

- 11.1. The purpose of Section B of this Annex is to set out the Governance Structure which shall govern the relationship between the Customer and the Supplier, particular to Multi-Functional Device and Reprographic Service.
- 11.2. This Governance Structure has been designed to enable:
- 11.2.1. The Supplier to be aware of the Customer's business requirements and objectives, on a regular basis;
 - 11.2.2. The alignment of the Parties' Objectives and overall Strategy;
 - 11.2.3. The Supplier, on a regular basis, to present ideas for innovation and process improvements in accordance with the Provisions set out at Annex 4;
 - 11.2.4. A structure for co-operative and proactive management of Multi-Functional Device and Reprographic Service , which is capable of evolving to meet the changing needs of the Customer's business;
 - 11.2.5. The provision of Multi-Functional Device and Reprographic Service relating to regulatory compliance, audit and risk management;
 - 11.2.6. The early identification and, wherever possible, resolution of potential problems and issues (including disputes) in a co-operative manner; and
 - 11.2.7. In the event of termination or expiry of this Agreement, the Multi-Functional Device and Reprographic Service to be successfully handed over to the new Supplier, with no break in service continuity for the Customer, in accordance with Schedule 9 – Exit Management;
 - 11.2.8. The Governance Structure shall be reviewed annually during the Contract term; and will take place on a date to be agreed between the Customer and the Supplier.
- 11.3. Nothing in this Annex relating to joint activity by the Customer, the Supplier and other Parties (as appropriate) shall be taken to lessen or remove the obligations on the Supplier, as set out in this Agreement.

12. GOVERNANCE FRAMEWORK

- 12.1. The framework for the Multi-Functional Device and Reprographic Service Governance Structure shall consist of:
- 12.1.1. The Governance Principles; and
 - 12.1.2. The Governance Meetings

12.2. Governance Principles

- 12.2.1. The relationship between the Customer and the Supplier shall be maintained on a peer-to-peer level via Annex d and structured meetings, where both Parties are present; and by informal communications (where appropriate).
- 12.2.2. All issues shall be discussed and resolved at the appropriate Governance Meeting in order to resolve disputes effectively, as and when they arise. If disputes remain unresolved following the Governance Meeting, the dispute will follow the agreed Escalation Process.
- 12.2.3. Notwithstanding any other provision of this Agreement, if any dispute fails to be resolved by the Escalation Process, the Dispute Resolution Procedure will be applied.

12.3. Governance Meetings

- 12.3.1. Both the Customer and the Supplier shall ensure that they are appropriately represented at each Governance Meeting by a suitably experienced and empowered delegate, in order to meet the Objectives of that meeting.
- 12.3.2. Attendance at the Governance Meetings shall be in person but exceptionally, where agreed in advance by both the Customer and the Supplier, a delegate may participate by video-conference or by telephone.
- 12.3.3. The Customer will appoint a Chairperson who shall be responsible for:
 - 12.3.3.1. Arranging meetings in accordance with an agreed Annex;
 - 12.3.3.2. Setting an Agenda for each meeting; and distributing it to all delegates in advance of the meetings;
 - 12.3.3.3. ensuring that all relevant papers, notices and reference documents for each Agenda item are properly prepared and distributed to all delegates in advance of each meeting;
 - 12.3.3.4. Chairing meetings;
 - 12.3.3.5. Ensuring that the Minutes of Meetings are properly recorded and agreed; and distributed to delegates within seven (7) calendar days following each meeting.
 - 12.3.3.6. Monitoring the progress of any Action Points and follow-up activities agreed at each meeting;
 - 12.3.3.7. Responding to requests for urgent meetings, where an important issue has been identified which must be resolved via a meeting; and applying the agreed process for such meetings.
- 12.3.4. The Customer and the Supplier may, by mutual agreement, invite other attendees to a Governance Meeting, where such attendees are Customer or Supplier employees; or employees of a sub-contractor or third party Supplier. Such attendees will be subject to the same obligations of Confidentiality as the appointed delegates of the Customer and the Supplier.
- 12.3.5. The structure for Governance meetings will contain the following:

Title of Meeting:	Frequency:
Performance Review Board	Monthly
Strategic Contract Management Board	Quarterly
Cost Optimisation Review Board	Annually
All Supplier Forum	Quarterly
Technical Board	Quarterly

11.9 Terms of Reference for each of the above will be agreed between the Customer and the Supplier.

Appendix 1: FINANCIAL PERFORMANCE TEMPLATE

MEASURE	DESCRIPTION	CALCULATION
REVENUE PROFILE	AN OBJECTIVE, TRANSPARENT AND TRUSTWORTHY VIEW OF THE SUPPLIER'S ACTUAL REVENUE POSITION WITH RESPECT TO ANTICIPATED REVENUE FOR THE CONTRACT	$(\text{SUPPLIER'S ACTUAL REVENUE} / \text{SUPPLIER'S EXPECTED REVENUE AT CONTRACT SIGNATURE}) \times 100\%$
PROFIT PROFILE	AN OBJECTIVE, TRANSPARENT AND TRUSTWORTHY VIEW OF THE SUPPLIER'S ACTUAL PROFIT POSITION, WITH RESPECT TO ITS ANTICIPATED PROFIT RATE FOR THE CONTRACT	$(\text{SUPPLIER'S ACTUAL PROFIT RATE} / \text{SUPPLIER'S EXPECTED PROFIT RATE AT CONTRACT SIGNATURE}) \times 100\%$
NEW BUSINESS PROFILE	AN OBJECTIVE, TRANSPARENT AND TRUSTWORTHY VIEW OF HOW MUCH THE VALUE OF THE CONTRACT TO THE SUPPLIER HAS INCREASED SINCE CONTRACT SIGNATURE.	$(\text{ACTUAL DWP CONTRACT VALUE} / \text{EXPECTED DWP CONTRACT VALUE AT CONTRACT SIGNATURE}) \times 100\%$
ACCOUNT STANDING	INDICATES THE SIGNIFICANCE OF THE CUSTOMER'S BUSINESS TO THE SUPPLIER , AS MEASURED BY BOTH THE PERCENTAGE OF REVENUE RECEIVED FROM THE CUSTOMER AGAINST THE SUPPLIER'S TOTAL REVENUE RECEIVED FOR ALL PUBLIC SECTOR (PS) CLIENTS; AND FOR ALL CLIENTS.	$(\text{SUPPLIER'S REVENUE FROM DWP} / \text{SUPPLIER'S REVENUE FROM ALL PS CLIENTS}) \times 100\%$ $(\text{SUPPLIER'S REVENUE FROM DWP} / \text{SUPPLIER'S REVENUE FROM ALL CLIENTS}) \times 100\%$ BOTH FIGURES SHOULD BE CALCULATED FOR UK, EUROPE, AND GLOBALLY.
SUPPLIER INVESTMENT	A MEASURE OF THE INVESTMENT MADE BY THE SUPPLIER IN RELATION TO THE ACCOUNT	$(\text{SUPPLIER'S ACTUAL INVESTMENT} / \text{SUPPLIER'S EXPECTED INVESTMENT AT CONTRACT SIGNATURE}) \times 100\%$

Appendix 2: SUPPLIER RELATIONSHIP ASSESSMENT SURVEY



RMM V1.0
2012-13.xls

Appendix 3: COLLABORATIVE BEHAVIOURS SURVEY



CBM V0 4 DWP.xls

Appendix 4: MULTI-FUNCTIONAL DEVICE AND REPROGRAPHIC SERVICE PERFORMANCE BALANCED SCORECARD – EXAMPLE



Balanced
Scorecard.xlsx

CALL OFF SCHEDULE 7: SECURITY

1. DEFINITIONS

1.1 In this Call Off Schedule 7, the following definitions shall apply:

"Breach of Security"	means the occurrence of: <ul style="list-style-type: none">a) any unauthorised access to or use of the Goods and/or Goods and/or Services, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Customer Data) used by the Customer and/or the Supplier in connection with this Call Off Contract; and/orb) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Customer Data), including any copies of such information or data, used by the Customer and/or the Supplier in connection with this Call Off Contract, in either case as more particularly set out in the security requirements in the Security Policy;
"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 7; 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. INTRODUCTION

- 2.1 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 Call Off Contract will be met.
- 2.2 The Parties shall each appoint a security representative to be responsible for Security. The initial security representatives of the Parties are:
- 2.2.1 [insert security representative of the Customer]
 - 2.2.2 [insert security representative of the Supplier]
- 2.3 If the persons named in paragraphs 2.2.1 and 2.2.2 are included as Key Personnel, Clause 26 (Key Personnel) shall apply in relation to such persons.
- 2.4 The Customer 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 personnel 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 Customer Data and any system that could directly or indirectly have an impact on that information, and shall ensure that Customer 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 Customer.
- 2.8 The Customer and the Supplier acknowledge that information security risks are shared between the Parties and that a compromise of either the Supplier or the Customer's security provisions represents an unacceptable risk to the Customer requiring immediate communication and co-operation between the Parties.

3. ISMS

3.1 The Supplier shall develop and submit to the Customer for the Customer's Approval, within twenty (20) working days after the Call Off Commencement Date or such other date as agreed between the Parties, an information security management system for the purposes of this Call Off Contract, which shall have been tested in accordance with Call Off Schedule 5 (Testing) and shall comply with the requirements of paragraphs 3.3 to 3.5 of this Call Off Schedule 7 (Security).

3.2 The Supplier acknowledges that the Customer places great emphasis on the reliability of the performance of the Goods and/or Services, 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 ISMS shall:

3.3.1 unless otherwise specified by the Customer in writing, be developed to protect all aspects of the Goods and/or Services and all processes associated with the provision of the Goods and/or Services, including the Customer Premises, the Sites, the Supplier System, the Customer System (to the extent that it is under the control of the Supplier) and any ICT, information and data (including the Customer's Confidential Information and the Customer Data) to the extent used by the Customer or the Supplier in connection with this Call Off Contract;

3.3.2 meet the relevant standards in ISO/IEC 27001 and ISO/IEC27002 in accordance with Paragraph 7;and

3.3.3 at all times provide a level of security which:

- (a) is in accordance with the Law and this Call Off Contract;
- (b) complies with the Baseline Security Requirements;
- (c) as a minimum demonstrates Good Industry Practice;
- (d) complies with the Security Policy;
- (e) complies with at least the minimum set of security measures and standards as determined by the Security Policy Framework (Tiers 1-4)
https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/255910/HMG_Security_Policy_Framework_V11.0.pdf ;
- (f) takes account of guidance issued by the Centre for Protection of National Infrastructure on Risk Management
http://www.cpni.gov.uk/Documents/Publications/2005/2005003-Risk_management.pdf
- (g) complies with HMG Information Assurance Maturity Model and Assurance Framework
<http://www.cesg.gov.uk/publications/Documents/iamm-assessment-framework.pdf>

- (h) meets any specific security threats of immediate relevance to the ISMS, the Goods and/or Services and/or Customer Data;
 - (i) addresses issues of incompatibility with the Supplier's own organisational security policies;
 - (j) complies with ISO/IEC27001 and ISO/IEC27002 in accordance with paragraph 7; and
 - (k) complies with the Customer's ICT policies.
- 3.3.4 document the security incident management processes and incident response plans;
- 3.3.5 document the vulnerability management policy including processes for identification of system vulnerabilities and assessment of the potential impact on the Goods and/or Services 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 Customer approvals of exceptions, and the reporting and audit mechanism detailing the efficacy of the patching policy; and
- 3.3.6 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 Customer in advance of issue of the relevant Security Management Plan).
- 3.4 Subject to Clause 34 of this Call Off Contract (Security and Protection of Information) the references to Standards, guidance and policies contained or set out in paragraph 3.3 of this Call Off Schedule 7 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.
- 3.5 In the event that the Supplier becomes aware of any inconsistency in the provisions of the standards, guidance and policies set out in paragraph 3.3 of this Call Off Schedule 7, the Supplier shall immediately notify the Customer Representative of such inconsistency and the Customer Representative shall, as soon as practicable, notify the Supplier as to which provision the Supplier shall comply with.
- 3.6 If the ISMS submitted to the Customer pursuant to paragraph 3.1 of this Call Off Schedule 7 is Approved by the Customer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Call Off Schedule 7. If the ISMS is not Approved by the Customer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Customer and re-submit it to the Customer 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 (or such other period as the Parties may agree in writing) from the date of the first submission of the ISMS to the Customer. If the Customer 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 Customer pursuant to this paragraph 3 of this Call Off Schedule 7 may be unreasonably withheld or delayed. However any failure to approve the ISMS on the grounds that it does not comply with any of the requirements set out in paragraphs 3.3 to 3.5 of this Call Off Schedule 7 shall be deemed to be reasonable.
- 3.7 Approval by the Customer of the ISMS pursuant to paragraph 3.6 of this Call Off Schedule 7 or of any change to the ISMS shall not relieve the Supplier of its obligations under this Call Off Schedule 7.

4. SECURITY MANAGEMENT PLAN

4.1 Within twenty (20) Working Days after the Call Off Commencement Date, the Supplier shall prepare and submit to the Customer for Approval in accordance with paragraph 4 of this Call Off Schedule 7 a fully developed, complete and up-to-date Security Management Plan which shall comply with the requirements of paragraph 4.2 of this Call Off Schedule 7.

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 Security Policy;
- 4.2.3 identify the necessary delegated organisational roles defined for those responsible for ensuring this Call Off Schedule 7 is complied with by the Supplier;
- 4.2.4 detail the process for managing any security risks from Sub-Contractors and third parties authorised by the Customer with access to the Goods and/or Services, processes associated with the delivery of the Goods and/or Services, the Customer Premises, the Sites, the Supplier System, the Customer System (to the extent that it is under the control of the Supplier) and any ICT, Information and data (including the Customer's Confidential Information and the Customer Data) and any system that could directly or indirectly have an impact on that information, data and/or the Goods and/or Services;
- 4.2.5 unless otherwise specified by the Customer in writing, be developed to protect all aspects of the Goods and/or Services and all processes associated with the delivery of the Goods and/or Services, including the Customer Premises, the Sites, the Supplier System, the Customer System (to the extent that it is under the control of the Supplier) and any ICT, Information and data (including the Customer's Confidential Information and the Customer Data) to the extent used by the Customer or the Supplier in connection with this Call Off Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Goods and/or Services;
- 4.2.6 set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Goods and/or Services and all processes associated with the delivery of the Goods and/or Services and at all times comply with and specify security measures and procedures which are sufficient to ensure that the Goods and/or Services comply with the provisions of this Call Off Schedule 7 (including the requirements set out in paragraph 3.3 of this Call Off Schedule);
- 4.2.7 demonstrate that the Supplier's approach to delivery of the Goods and/or Services has minimised the Customer and Supplier effort required to comply with this Call Off 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 Call Off Commencement Date to those incorporated in the ISMS within the timeframe agreed between the Parties .
- 4.2.9 set out the scope of the Customer 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 Customer engaged in the Goods and/or Services and shall reference only documents which are in the possession of the Parties or whose location is otherwise specified in this Call Off Schedule 7 .

4.3 If the Security Management Plan submitted to the Customer pursuant to paragraph 3.1 of this Call Off Schedule 7 is Approved by the Customer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Call Off Schedule 7. If the Security Management Plan is not approved by the Customer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Customer and re-submit it to the Customer 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 (or such other period as the Parties may agree in writing) from the date of the first submission to the Customer of the Security Management Plan. If the Customer 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 Customer 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 of this Call Off Schedule 7 shall be deemed to be reasonable.

4.4 Approval by the Customer of the Security Management Plan pursuant to paragraph 4.3 of this Call Off Schedule 7 or of any change or amendment to the Security Management Plan shall not relieve the Supplier of its obligations under this Call Off Schedule 7.

5. AMENDMENT AND REVISION 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 Goods and/or Services and/or associated processes;
 - (a) any new perceived or changed security threats; and
- 5.1.3 any changes to the Security Policy;
- 5.1.4 any new perceived or changed security threats; and
- 5.1.5 any reasonable change in requirement requested by the Customer.

5.2 The Supplier shall provide the Customer 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 Customer. 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 of this Call Off Schedule 7, 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 of this Call Off Schedule 7, a Customer 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 Customer.

5.4 The Customer may, where it is reasonable to do so, 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 for the purposes of this Call Off Contract.

6. SECURITY TESTING

6.1 The Supplier shall conduct Security Tests from time to time (and at least annually across the scope of the ISMS) and additionally after any change or amendment to the ISMS (including security incident management processes and incident response plans) or the Security Management Plan. Security Tests shall be designed and implemented by the Supplier so as to minimise the impact on the delivery of the Goods and/or Services and the date, timing, content and conduct of such Security Tests shall be agreed in advance with the Customer. Subject to compliance by the Supplier with the foregoing requirements, if any Security Tests adversely affect the Supplier's ability to deliver the Goods and/or Services so as to meet the Service Level Performance Measures, the Supplier shall be granted relief against any resultant under-performance for the period of the Security Tests.

6.2 The Customer shall be entitled to send a representative to witness the conduct of the Security Tests. The Supplier shall provide the Customer with the results of such Security Tests (in a form approved by the Customer 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 Customer pursuant to this Call Off Contract, the Customer 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 Customer may notify the Supplier of the results of such tests after completion of each such test. If any such Customer's test adversely affects the Supplier's ability to deliver the Goods and/or Services so as to meet the Target Performance Levels, the Supplier shall be granted relief against any resultant under-performance for the period of the Customer's test.

6.4 Where any Security Test carried out pursuant to paragraphs 6.2 or 6.3 of this Call Off Schedule 7 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 Customer 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 Customer'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 Customer 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 (Security) to this Call Off Schedule 7) or the requirements of this Call Off Schedule 7, the change to the ISMS or Security Management Plan shall be at no cost to the Customer.

6.5 If any repeat Security Test carried out pursuant to paragraph 6.4 of this Call Off Schedule 7 reveals an actual or potential Breach of Security exploiting the same root cause failure, such circumstance shall constitute a material Default of this Call Off Contract.

7. ISMS COMPLIANCE

- 7.1 The Customer 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.
- 7.2 If, on the basis of evidence provided by such security audits, it is the Customer's reasonable opinion that compliance with the principles and practices of ISO/IEC 27001 and/or the Security Policy are not being achieved by the Supplier, then the Customer 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 Customer 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 7.2 of this Call Off Schedule 7 the Supplier is found to be non-compliant with the principles and practices of ISO/IEC 27001 and/or 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 Customer in obtaining such audit.

8. BREACH OF SECURITY

- 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 of this Call Off Schedule 7, the Supplier shall:
- 8.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Customer) 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 Customer Property and/or Customer 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 Goods and/or Services so as to meet the relevant Service Level Performance Measures, the Supplier shall be granted relief against any resultant under-performance for such period as the Customer, 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
 - (e) supply any requested data to the Customer (or the Computer Emergency Response Team for UK Government ("GovCertUK")) on the Customer'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 Customer 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 Customer.

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 or the requirements of this Call Off Schedule 7, then any required change to the ISMS shall be at no cost to the Customer.

9. VULNERABILITES AND CORRECTIVE ACTION

9.1 The Customer 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 Customer's information.

9.2 The severity of threat vulnerabilities for Supplier COTS Software and Third Party 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 14 days of release, 'Important' within 30 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 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 Customer; or

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

9.4 The Supplier Solution and Implementation Plan shall include provisions for major version upgrades of all Supplier COTS Software and Third Party 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 Supplier COTS Software and Third Party 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 Customer in writing.

9.5 The Supplier shall:

9.5.1 implement a mechanism for receiving, analysing and acting upon threat information supplied by GovCertUK, 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 Call Off 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 Customer 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;

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 Customer 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 Customer.

9.7 A failure to comply with Paragraph 9.3 shall constitute a Notifiable Default, and the Supplier shall comply with the Rectification Plan Process.

ANNEX 1: BASELINE SECURITY REQUIREMENTS

1. HIGHER CLASSIFICATIONS

- 1.1 The Supplier shall not handle Customer 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 Customer.

2. END USER DEVICES

- 2.1 When Customer 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 UK Government Communications Electronics Security Group (“CESG”) to at least Foundation Grade, for example, under the CESG Commercial Product Assurance scheme (“CPA”).
- 2.2 Devices used to access or manage Customer Data and services must be under the management authority of Customer 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 Customer. Unless otherwise agreed with the Customer in writing, all Supplier devices are expected to meet the set of security requirements set out in the CESG End User Devices Platform Security Guidance (<https://www.cesg.gov.uk/eud-guidance>). Where the guidance highlights shortcomings in a particular platform the Supplier may wish to use, then these should be discussed with the Customer and a joint decision shall be taken on whether the residual risks are acceptable. Where the Supplier wishes to deviate from the CESG guidance, then this should be agreed in writing on a case by case basis with the Customer.

3. DATA PROCESSING, STORAGE, MANAGEMENT AND DESTRUCTION

- 3.1 The Supplier and Customer recognise the need for the Customer’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 Customer the physical locations in which data may be stored, processed and managed from, and what legal and regulatory frameworks Customer 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 Customer in advance where the proposed location is outside the UK. Such approval shall not be unreasonably withheld or delayed unless specified otherwise in this Agreement and provided that storage, processing and management of any Customer Data is only carried out offshore within:
 - 3.2.1 the European Economic Area (EEA);
 - 3.2.2 in the US if the Supplier and or any relevant Sub-Contractor have signed up to the US-EU Safe Harbour Agreement; or
 - 3.2.3 in another country or territory outside the EEA if that country or territory ensures an adequate level of protection by reason of its domestic law or of the international commitments it has entered into which have been defined as adequate by the EU Commission.
- 3.3 The Supplier shall:

- 3.3.1 provide the Customer with all Customer Data on demand in an agreed open format;
- 3.3.2 have documented processes to guarantee availability of Customer Data in the event of the Supplier ceasing to trade;
- 3.3.3 securely destroy all media that has held Customer Data at the end of life of that media in line with Good Industry Practice; and
- 3.3.4 securely erase any or all Customer Data held by the Supplier when requested to do so by the Customer.

4. NETWORKING

- 4.1 The Customer requires that any Customer 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 CESG, to at least Foundation Grade, for example, under CPA or through the use of pan-government accredited encrypted networking services via the Public Sector Network ("PSN") framework (which makes use of Foundation Grade certified products).
- 4.2 The Customer 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 ARCHITECTURES

- 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 Customer 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 CESG Certified Professional certification (<http://www.cesg.gov.uk/awaresstraining/IA-certification/Pages/index.aspx>) 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. PERSONNEL SECURITY

- 6.1 Supplier Personnel shall be subject to pre-employment checks that include, as a minimum: identity, unspent criminal convictions and right to work.
- 6.2 The Supplier shall agree on a case by case basis Supplier Personnel roles which require specific government clearances (such as 'SC') including system administrators with privileged access to IT systems which store or process Customer Data.
- 6.3 The Supplier shall prevent Supplier Personnel who are unable to obtain the required security clearances from accessing systems which store, process, or are used to manage Customer Data except where agreed with the Customer in writing.
- 6.4 All Supplier Personnel that have the ability to access Customer Data or systems holding Customer Data shall undergo regular training on secure information management principles. Unless otherwise agreed with the Customer in writing, this training must be undertaken annually.
- 6.5 Where the Supplier or Sub-Contractors grants increased ICT privileges or access rights to Supplier Personnel, those Supplier Personnel shall be granted only those

permissions necessary for them to carry out their duties. When staff no longer need elevated privileges or leave the organisation, their access rights shall be revoked within one (1) Working Day.

7. IDENTITY, AUTHENTICATION AND ACCESS CONTROL

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 AND MONITORING

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 Goods and/or Services 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 logon and logoff 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 Customer shall work together to establish any additional audit and monitoring requirements for the ICT Environment.

8.3 The Supplier shall retain audit records collected in compliance with this Paragraph 8 for a period of at least 6 months.

ANNEX 2 SECURITY POLICY

DWP Security Policies and Standards

1. The Department for Work and Pensions (DWP) treats information as a valuable asset and considers that it is essential that information must be protected, together with the systems, equipment and processes which support its use. These information assets may include data, text, drawings, diagrams, images or sounds in electronic, magnetic, optical or tangible media, together with any Personal Data for which DWP is the Data Controller.
2. In order to protect DWP information appropriately, our Contractors must provide the security measures and safeguards appropriate to the nature and use of the information. All Contractors of services to DWP must comply, and be able to demonstrate compliance, with the relevant DWP policies and standards.
3. The main DWP policies include:
 - Information Security Policy
 - Physical Security Policy
 - Acceptable Use Policy

The above policies can be found at: Gov.uk

4. Each Contractor must appoint a named officer who will act as a first point of contact with the Department for security issues. In addition all staff working for the Contractor and where relevant Sub-contractors, with access to DWP IT Systems, Services, DWP information or DWP sites must be made aware of these requirements and must comply with them.
5. The policies and requirements are based on and follow ISO27001 and Cyber Essentials, but with specific reference to DWP use.
6. Whilst Departmental policies are written for internal Departmental requirements all Contractors must implement appropriate arrangements which ensure that the Department's information and any other Departmental assets are protected in accordance with prevailing statutory and government requirements. These arrangements will clearly vary according to the size of the organisation so should be applied proportionately.
7. It is the Contractor's responsibility to monitor compliance of any Sub-contractors and provide assurance to DWP as requested.
8. Failure to comply with any of these Policies and Standards could result in termination of current contract.
9. The following are some key basic requirements that all Contractors must apply:
- 10. Personnel Security**
 - 10.1 Staff recruitment in accordance with government requirements for pre-employment checks; including Baseline Personnel Security Standard.
 - 10.2 Staff training and awareness of DWP security and any specific contract requirements.
- 11. Secure Information Handling and Transfers**
 - 11.1 Physical and electronic handling, processing and transferring of DWP Data, including secure access to systems and the use of encryption where appropriate.

12. Portable Media

12.1 The use of encrypted laptops and encrypted storage devices and other removable media when handling DWP information.

13. Offshoring

13.1 DWP data must not be processed outside the United Kingdom without the prior written consent of DWP and must at all times comply with the Data Protection Act 1998.

14. Physical Security

14.1 Security of premises and control of access.

15. Security Incidents

15.1 Includes identification, managing and agreed reporting procedures for actual or suspected security breaches.

ANNEX 3 SECURITY PLAN



Security Plan -
Medium-High (2016) -

CALL OFF SCHEDULE 8: BUSINESS CONTINUITY AND DISASTER RECOVERY

9. DEFINITIONS

9.1 In this Call Off Schedule 8, the following definitions shall apply:

"Business Continuity Plan"	has the meaning given to it in paragraph 10.2.1(b) of this Call Off Schedule 8;
"Disaster Recovery Plan"	has the meaning given to it in 10.2.1(c) of this Call Off Schedule 8;
"Disaster Recovery System"	means the system embodied in the processes and procedures for restoring the provision of Goods and/or Services following the occurrence of a disaster;
"Review Report"	has the meaning given to it in paragraph 14.2 of this Call Off Schedule 8;
"Supplier's Proposals"	has the meaning given to it in paragraph 14.2.3 of this Call Off Schedule 8;

10. BCDR PLAN

10.1 Within thirty 30 Working Days from the Call Off Commencement Date the Supplier shall prepare and deliver to the Customer for the Customer's written approval a plan, which shall detail the processes and arrangements that the Supplier shall follow to:

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

10.1.2 the recovery of the Goods and/or Services in the event of a Disaster.

10.2 The BCDR Plan shall:

10.2.1 be divided into three parts:

(a) Part A which shall set out general principles applicable to the BCDR Plan;

(b) Part B which shall relate to business continuity (the "**Business Continuity Plan**"); and

(c) Part C which shall relate to disaster recovery (the "**Disaster Recovery Plan**"); and

10.2.2 unless otherwise required by the Customer in writing, be based upon and be consistent with the provisions of paragraphs 3, 4 and 5.

10.3 Following receipt of the draft BCDR Plan from the Supplier, the Customer shall:

10.3.1 review and comment on the draft BCDR Plan as soon as reasonably practicable; and

10.3.2 notify the Supplier in writing that it approves or rejects the draft BCDR Plan no later than twenty (20) Working Days after the date on which the draft BCDR Plan is first delivered to the Customer.

10.4 If the Customer rejects the draft BCDR Plan:

10.4.1 the Customer shall inform the Supplier in writing of its reasons for its rejection; and

10.4.2 the Supplier shall then revise the draft BCDR Plan (taking reasonable account of the Customer's comments) and shall re-submit a revised draft BCDR Plan to the Customer for the Customer's approval within twenty (20) Working Days of the date of the Customer's notice of rejection. The provisions of paragraphs 10.3 and 10.4 of this Call Off Schedule 8 shall apply again to any resubmitted draft BCDR Plan, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.

11. PART A OF THE BCDR PLAN AND GENERAL PRINCIPLES AND REQUIREMENTS

11.1 Part A of the BCDR Plan shall:

- 11.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
- 11.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the operation of the provision of the Goods and/or Services and any goods and/or services provided to the Customer by a Related Supplier;
- 11.1.3 contain an obligation upon the Supplier to liaise with the Customer and (at the Customer's request) any Related Suppliers with respect to issues concerning business continuity and disaster recovery where applicable;
- 11.1.4 detail how the BCDR Plan links and interoperates with any overarching and/or connected disaster recovery or business continuity plan of the Customer and any of its other Related Supplier in each case as notified to the Supplier by the Customer from time to time;
- 11.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multi-channels (including but without limitation a web-site (with FAQs), e-mail, phone and fax) for both portable and desk top configurations, where required by the Customer;
- 11.1.6 contain a risk analysis, including:
 - (a) failure or disruption scenarios and assessments and estimates of frequency of occurrence;
 - (b) identification of any single points of failure within the provision of Goods and/or Services and processes for managing the risks arising therefrom;
 - (c) identification of risks arising from the interaction of the provision of Goods and/or Services and with the goods and/or services provided by a Related Supplier; and
 - (d) a business impact analysis (detailing the impact on business processes and operations) of different anticipated failures or disruptions;
- 11.1.7 provide for documentation of processes, including business processes, and procedures;
- 11.1.8 set out key contact details (including roles and responsibilities) for the Supplier (and any Sub-Contractors) and for the Customer;
- 11.1.9 identify the procedures for reverting to "normal service";
- 11.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to ensure that there is no more than the accepted amount of data loss and to preserve data integrity;

- 11.1.11 identify the responsibilities (if any) that the Customer has agreed it will assume in the event of the invocation of the BCDR Plan; and
- 11.1.12 provide for the provision of technical advice and assistance to key contacts at the Customer as notified by the Customer from time to time to inform decisions in support of the Customer's business continuity plans.
- 11.2 The BCDR Plan shall be designed so as to ensure that:
 - 11.2.1 the Goods and/or Services are provided in accordance with this Call Off Contract at all times during and after the invocation of the BCDR Plan;
 - 11.2.2 the adverse impact of any Disaster, service failure, or disruption on the operations of the Customer is minimal as far as reasonably possible;
 - 11.2.3 it complies with the relevant provisions of ISO/IEC 27002 and all other industry standards from time to time in force; and
 - 11.2.4 there is a process for the management of disaster recovery testing detailed in the BCDR Plan.
- 11.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Goods and/or Services or to the business processes facilitated by and the business operations supported by the provision of Goods and/or Services.
- 11.4 The Supplier shall not be entitled to any relief from its obligations under the 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 Call Off Contract.

12. BUSINESS CONTINUITY PLAN - PRINCIPLES AND CONTENTS

- 12.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes and operations facilitated by the provision of Goods and/or Services remain supported and to ensure continuity of the business operations supported by the Services including, unless the Customer expressly states otherwise in writing:
 - 12.1.1 the alternative processes (including business processes), options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Goods and/or Services; and
 - 12.1.2 the steps to be taken by the Supplier upon resumption of the provision of Goods and/or Services in order to address any prevailing effect of the failure or disruption including a root cause analysis of the failure or disruption.
- 12.2 The Business Continuity Plan shall:
 - 12.2.1 address the various possible levels of failures of or disruptions to the provision of Goods and/or Services;
 - 12.2.2 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 Goods and/or Services (such goods and/or services and steps, the "**Business Continuity Goods and/or Services**");
 - 12.2.3 specify any applicable Service Levels with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Service Levels in respect of the provision of other Goods and/or Services during any period of invocation of the Business Continuity Plan; and
 - 12.2.4 clearly set out the conditions and/or circumstances under which the Business Continuity Plan is invoked.

13. DISASTER RECOVERY PLAN - PRINCIPLES AND CONTENTS

13.1 The Disaster Recovery Plan shall be designed so as to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Customer 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.

13.2 The Disaster Recovery Plan shall be invoked only upon the occurrence of a Disaster.

13.3 The Disaster Recovery Plan shall include the following:

13.3.1 the technical design and build specification of the Disaster Recovery System;

13.3.2 details of the procedures and processes to be put in place by the Supplier in relation to the Disaster Recovery System and the provision of the Disaster Recovery Services and any testing of the same including but not limited to the following:

- (a) data centre and disaster recovery site audits;
- (b) backup methodology and details of the Supplier's approach to data back-up and data verification;
- (c) identification of all potential disaster scenarios;
- (d) risk analysis;
- (e) documentation of processes and procedures;
- (f) hardware configuration details;
- (g) network planning including details of all relevant data networks and communication links;
- (h) invocation rules;
- (i) Service recovery procedures; and
- (j) steps to be taken upon resumption of the provision of Goods and/or Services to address any prevailing effect of the failure or disruption of the provision of Goods and/or Services;

13.3.3 any applicable Service Levels with respect to the provision of the Disaster Recovery Services and details of any agreed relaxation to the Service Levels in respect of the provision of other Goods and/or Services during any period of invocation of the Disaster Recovery Plan;

13.3.4 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;

13.3.5 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule 8; and

13.3.6 testing and management arrangements.

14. REVIEW AND AMENDMENT OF THE BCDR PLAN

14.1 The Supplier shall review the BCDR Plan (and the risk analysis on which it is based):

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

14.1.2 within three calendar months of the BCDR Plan (or any part) having been invoked pursuant to paragraph 7; and

- 14.1.3 where the Customer requests any additional reviews (over and above those provided for in paragraphs 14.1.1 and 14.1.2 of this Call Off Schedule 8) by notifying the Supplier to such effect in writing, whereupon the Supplier shall conduct such reviews in accordance with the Customer's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Customer for the Customer's approval. The costs of both Parties of any such additional reviews shall be met by the Customer except that the Supplier shall not be entitled to charge the Customer for any costs that it may incur above any estimate without the Customer's prior written approval.
- 14.2 Each review of the BCDR Plan pursuant to paragraph 14.1 of this Call off Schedule 8 shall be a review of the procedures and methodologies set out in the BCDR Plan and shall assess their suitability having regard to any change to the Goods and/or Services 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 the period required by the BCDR Plan or, if no such period is required, within such period as the Customer shall reasonably require. The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Customer a report (a "**Review Report**") setting out:
- 14.2.1 the findings of the review;
 - 14.2.2 any changes in the risk profile associated with the provision of Goods and/or Services; and
 - 14.2.3 the Supplier's proposals (the "**Supplier's Proposals**") for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan following the review detailing the impact (if any and to the extent that the Supplier can reasonably be expected to be aware of the same) that the implementation of such proposals may have on any goods, services or systems provided by a third party.
- 14.3 Following receipt of the Review Report and the Supplier's Proposals, the Customer shall:
- 14.3.1 review and comment on the Review Report and the Supplier's Proposals as soon as reasonably practicable; and
 - 14.3.2 notify the Supplier in writing that it approves or rejects the Review Report and the Supplier's Proposals no later than twenty (20) Working Days after the date on which they are first delivered to the Customer.
- 14.4 If the Customer rejects the Review Report and/or the Supplier's Proposals:
- 14.4.1 the Customer shall inform the Supplier in writing of its reasons for its rejection; and
 - 14.4.2 the Supplier shall then revise the Review Report and/or the Supplier's Proposals as the case may be (taking reasonable account of the Customer's comments and carrying out any necessary actions in connection with the revision) and shall re-submit a revised Review Report and/or revised Supplier's Proposals to the Customer for the Customer's approval within twenty (20) Working Days of the date of the Customer's notice of rejection. The provisions of paragraphs 14.3 and 14.4 of this Call Off Schedule 8 shall apply again to any resubmitted Review Report and Supplier's Proposals, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.

14.5 The Supplier shall as soon as is reasonably practicable after receiving the Customer's approval of the Supplier's Proposals (having regard to the significance of any risks highlighted in the Review Report) 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 Goods and/or Services.

15. TESTING OF THE BCDR PLAN

15.1 The Supplier shall test the BCDR Plan on a regular basis (and in any event not less than once in every Contract Year). Subject to paragraph 15.2 of this Call Off Schedule 8, the Customer may require the Supplier to conduct additional tests of some or all aspects of the BCDR Plan at any time where the Customer considers it necessary, including where there has been any change to the Goods and/or Services or any underlying business processes, or on the occurrence of any event which may increase the likelihood of the need to implement the BCDR Plan.

15.2 If the Customer 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 Customer's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Customer 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.

15.3 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with the Customer and shall liaise with the Customer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Customer in this regard. Each test shall be carried out under the supervision of the Customer or its nominee.

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

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

15.5.1 the outcome of the test;

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

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

15.6 Following each test, the Supplier shall take all measures requested by the Customer, (including requests for the re-testing of the BCDR Plan) to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at no additional cost to the Customer, by the date reasonably required by the Customer and set out in such notice.

15.7 For the avoidance of doubt, the carrying out of a test of the BCDR Plan (including a test of the BCDR Plan's procedures) shall not relieve the Supplier of any of its obligations under this Call Off Contract.

15.8 The Supplier shall also perform a test of the BCDR Plan in the event of any major reconfiguration of the Goods and/or Services or as otherwise reasonably requested by the Customer.

16. INVOCATION OF THE BCDR PLAN

16.1 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 Customer promptly of such invocation). In all other instances the Supplier shall invoke or test the BCDR Plan only with the prior consent of the Customer.

CALL OFF SCHEDULE 9: EXIT MANAGEMENT

17. DEFINITIONS

17.1 In this Call Off Schedule 9, the following definitions shall apply:

"Exclusive Assets"	means those Supplier Assets used by the Supplier or a Key Sub-Contractor which are used exclusively in the provision of the Goods and/or Services;
"Exit Information"	has the meaning given to it in paragraph 20.1 of this Call Off Schedule 9;
"Exit Manager"	means the person appointed by each Party pursuant to paragraph 19.4 of this Call Off Schedule 9 for managing the Parties' respective obligations under this Call Off Schedule 9;
"Net Book Value"	means the net book value of the relevant Supplier Asset(s) calculated in accordance with the depreciation policy of the Supplier set out in the letter in the agreed form from the Supplier to the Customer of even date with this Call Off Contract;
"Non-Exclusive Assets"	means those Supplier Assets (if any) which are used by the Supplier or a Key Sub-Contractor in connection with the Goods and/or Services but which are also used by the Supplier or Key Sub-Contractor for other purposes;
"Registers"	means the register and configuration database referred to in paragraphs 19.1.1 and 19.1.2 of this Call Off Schedule 9;
"Termination Assistance"	means the activities to be performed by the Supplier pursuant to the Exit Plan, and any other assistance required by the Customer pursuant to the Termination Assistance Notice;
"Termination Assistance Notice"	has the meaning given to it in paragraph 22.1 of this Call Off Schedule 9;
"Termination Assistance Period"	means in relation to a Termination Assistance Notice, the period specified in the Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to paragraph 22.2 of this Call Off Schedule 9;
"Transferable Assets"	means those of the Exclusive Assets which are capable of legal transfer to the Customer;

"Transferable Contracts"	means the Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Customer or any Replacement Supplier to provide the Goods and/or Services 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 25.2.1 of this Call Off Schedule 9;
"Transferring Contracts"	has the meaning given to it in paragraph 25.2.3 of this Call Off Schedule 9.

18. INTRODUCTION

18.1 This Call Off Schedule 9 describes provisions that should be included in the Exit Plan, the duties and responsibilities of the Supplier to the Customer leading up to and covering the Call Off Expiry Date and the transfer of service provision to the Customer and/or a Replacement Supplier.

18.2 The objectives of the exit planning and service transfer arrangements are to ensure a smooth transition of the availability of the Goods and/or Services from the Supplier to the Customer and/or a Replacement Supplier at the Call Off Expiry Date.

19. OBLIGATIONS DURING THE CALL OFF CONTRACT PERIOD TO FACILITATE EXIT

19.1 During the Call Off Contract Period, the Supplier shall:

19.1.1 create and maintain a Register of all:

- (a) Supplier Assets, detailing their:
 - (i) make, model and asset number;
 - (ii) ownership and status as either Exclusive Assets or Non-Exclusive Assets;
 - (iii) Net Book Value;
 - (iv) condition and physical location; and
 - (v) use (including technical specifications); and
- (b) Sub-Contracts and other relevant agreements (including relevant software licences, maintenance and support agreements and equipment rental and lease agreements) required for the performance of the Goods and/or Services;

19.1.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Goods and/or Services, which shall contain sufficient detail to permit the Customer and/or Replacement Supplier to understand how the Supplier provides the Goods and/or Services and to enable the smooth transition of the Goods and/or Services with the minimum of disruption;

19.1.3 agree the format of the Registers with the Customer as part of the process of agreeing the Exit Plan; and

19.1.4 at all times keep the Registers up to date, in particular in the event that Assets, Sub-Contracts or other relevant agreements are added to or removed from the Goods and/or Services.

19.2 The Supplier shall:

19.2.1 procure that all Exclusive Assets listed in the Registers are clearly marked to identify that they are exclusively used for the provision of the Goods and/or Services under this Call Off Contract; and

19.2.2 (unless otherwise agreed by the Customer in writing) procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation at the request of the Customer to the Customer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Goods and/or Services (or part of them) without restriction (including any need to obtain any consent or approval) or payment by the Customer.

19.3 Where the Supplier is unable to procure that any Sub-Contract or other agreement referred to in paragraph 19.2.2 of this Call Off Schedule 9 which the Supplier proposes to enter into after the Call Off Commencement Date is assignable and/or capable of novation to the Customer (and/or its nominee) and/or any Replacement Supplier without restriction or payment, the Supplier shall promptly notify the Customer of this and the Parties shall (acting reasonably and without undue delay) discuss the appropriate action to be taken which, where the Customer so directs, may include the Supplier seeking an alternative Sub-Contractor or provider of goods and/or services to which the relevant agreement relates.

19.4 Each Party shall appoint a person for the purposes of managing the Parties' respective obligations under this Call Off Schedule 9 and provide written notification of such appointment to the other Party within three (3) months of the Call Off Commencement Date. The Supplier's Exit Manager shall be responsible for ensuring that the Supplier and its employees, agents and Sub-Contractors comply with this Call Off Schedule 9. The Supplier shall ensure that its Exit Manager has the requisite authority to arrange and procure any resources of the Supplier as are reasonably necessary to enable the Supplier to comply with the requirements set out in this Call Off Schedule 9. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the termination of this Call Off Contract and all matters connected with this Call Off Schedule 9 and each Party's compliance with it.

20. OBLIGATIONS TO ASSIST ON RE-TENDERING OF GOODS AND/OR SERVICES

20.1 On reasonable notice at any point during the Call Off Contract Period, the Supplier shall provide to the Customer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), the following material and information in order to facilitate the preparation by the Customer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence:

20.1.1 details of the Service(s);

20.1.2 a copy of the Registers, updated by the Supplier up to the date of delivery of such Registers;

20.1.3 an inventory of Customer Data in the Supplier's possession or control;

20.1.4 details of any key terms of any third party contracts and licences, particularly as regards charges, termination, assignment and novation;

20.1.5 a list of on-going and/or threatened disputes in relation to the provision of the Goods and/or Services;

- 20.1.6 all information relating to Transferring Supplier Employees required to be provided by the Supplier under this Call Off Contract; and
 - 20.1.7 such other material and information as the Customer shall reasonably require, (together, the “**Exit Information**”).
- 20.2 The Supplier acknowledges that the Customer may disclose the Supplier's Confidential Information to an actual or prospective Replacement Supplier or any third party whom the Customer is considering engaging to the extent that such disclosure is necessary in connection with such engagement (except that the Customer may not under this paragraph 20.2 of this Call Off Schedule 9 disclose any Supplier's Confidential Information which is information relating to the Supplier's or its Sub-Contractors' prices or costs).
- 20.3 The Supplier shall:
- 20.3.1 notify the Customer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Goods and/or Services and shall consult with the Customer regarding such proposed material changes; and
 - 20.3.2 provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and in any event within ten (10) Working Days of a request in writing from the Customer.
- 20.4 The Supplier may charge the Customer for its reasonable additional costs to the extent the Customer requests more than four (4) updates in any six (6) month period.
- 20.5 The Exit Information shall be accurate and complete in all material respects and the level of detail to be provided by the Supplier shall be such as would be reasonably necessary to enable a third party to:
- 20.5.1 prepare an informed offer for those Goods and/or Services; and
 - 20.5.2 not be disadvantaged in any subsequent procurement process compared to the Supplier (if the Supplier is invited to participate).

21. **EXIT PLAN**

- 21.1 The Supplier shall, within three (3) months after the Call Off Commencement Date, deliver to the Customer an Exit Plan which:
- 21.1.1 sets out the Supplier's proposed methodology for achieving an orderly transition of the Goods and/or Services from the Supplier to the Customer and/or its Replacement Supplier on the expiry or termination of this Call Off Contract;
 - 21.1.2 complies with the requirements set out in paragraph 21.3 of this Call Off Schedule 9;
 - 21.1.3 is otherwise reasonably satisfactory to the Customer.
- 21.2 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 its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 21.3 Unless otherwise specified by the Customer or Approved, the Exit Plan shall set out, as a minimum:
- 21.3.1 how the Exit Information is obtained;
 - 21.3.2 the management structure to be employed during both transfer and cessation of the Goods and/or Services;

- 21.3.3 the management structure to be employed during the Termination Assistance Period;
- 21.3.4 a detailed description of both the transfer and cessation processes, including a timetable;
- 21.3.5 how the Goods and/or Services will transfer to the Replacement Supplier and/or the Customer, including details of the processes, documentation, data transfer, systems migration, security and the segregation of the Customer's technology components from any technology components operated by the Supplier or its Sub-Contractors (where applicable);
- 21.3.6 details of contracts (if any) which will be available for transfer to the Customer and/or the Replacement Supplier upon the Call Off Expiry Date together with any reasonable costs required to effect such transfer (and the Supplier agrees that all assets and contracts used by the Supplier in connection with the provision of the Goods and/or Services will be available for such transfer);
- 21.3.7 proposals for the training of key members of the Replacement Supplier's personnel in connection with the continuation of the provision of the Goods and/or Services following the Call Off Expiry Date charged at rates agreed between the Parties at that time;
- 21.3.8 proposals for providing the Customer or a Replacement Supplier copies of all documentation:
 - (a) used in the provision of the Goods and/or Services and necessarily required for the continued use thereof, in which the Intellectual Property Rights are owned by the Supplier; and
 - (b) relating to the use and operation of the Goods and/or Services;
- 21.3.9 proposals for the assignment or novation of the provision of all services, leases, maintenance agreements and support agreements utilised by the Supplier in connection with the performance of the supply of the Goods and/or Services;
- 21.3.10 proposals for the identification and return of all Customer Property in the possession of and/or control of the Supplier or any third party (including any Sub-Contractor);
- 21.3.11 proposals for the disposal of any redundant Goods and/or Services and materials;
- 21.3.12 procedures to deal with requests made by the Customer and/or a Replacement Supplier for Staffing Information pursuant to Call Off Schedule 10 (Staff Transfer);
- 21.3.13 how each of the issues set out in this Call Off Schedule 9 will be addressed to facilitate the transition of the Goods and/or Services from the Supplier to the Replacement Supplier and/or the Customer with the aim of ensuring that there is no disruption to or degradation of the Goods and/or Services during the Termination Assistance Period; and
- 21.3.14 proposals for the supply of any other information or assistance reasonably required by the Customer or a Replacement Supplier in order to effect an orderly handover of the provision of the Goods and/or Services.

22. TERMINATION ASSISTANCE

- 22.1 The Customer shall be entitled to require the provision of Termination Assistance at any time during the Call Off Contract Period by giving written notice to the Supplier (a "**Termination Assistance Notice**") at least four (4) months prior to the Call Off Expiry

Date or as soon as reasonably practicable (but in any event, not later than one (1) month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:

22.1.1 the date from which Termination Assistance is required;

22.1.2 the nature of the Termination Assistance required; and

22.1.3 the period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) months after the date that the Supplier ceases to provide the Goods and/or Services.

22.2 The Customer shall have an option to extend the Termination Assistance Period beyond the period specified in the Termination Assistance Notice provided that such extension shall not extend for more than six (6) months after the date the Supplier ceases to provide the Goods and/or Services or, if applicable, beyond the end of the Termination Assistance Period and provided that it shall notify the Supplier to such effect no later than twenty (20) Working Days prior to the date on which the provision of Termination Assistance is otherwise due to expire. The Customer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier to such effect.

23. TERMINATION ASSISTANCE PERIOD

23.1 Throughout the Termination Assistance Period, or such shorter period as the Customer may require, the Supplier shall:

23.1.1 continue to provide the Goods and/or Services (as applicable) and, if required by the Customer pursuant to paragraph 22.1 of this Call Off Schedule 9, provide the Termination Assistance;

23.1.2 in addition to providing the Goods and/or Services and the Termination Assistance, provide to the Customer any reasonable assistance requested by the Customer to allow the Goods and/or Services to continue without interruption following the termination or expiry of this Call Off Contract and to facilitate the orderly transfer of responsibility for and conduct of the Goods and/or Services to the Customer and/or its Replacement Supplier;

23.1.3 use all reasonable endeavours to reallocate resources to provide such assistance as is referred to in paragraph 23.1.2 of this Call Off Schedule 9 without additional costs to the Customer;

23.1.4 provide the Goods and/or Services and the Termination Assistance at no detriment to the Service Level Performance Measures, save to the extent that the Parties agree otherwise in accordance with paragraph 23.3; and

23.1.5 at the Customer's request and on reasonable notice, deliver up-to-date Registers to the Customer.

23.2 Without prejudice to the Supplier's obligations under paragraph 23.1.3 of this Call Off Schedule 9, if it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in paragraph 23.1.2 of this Call Off Schedule 9 without additional costs to the Customer, any additional costs incurred by the Supplier in providing such reasonable assistance which is not already in the scope of the Termination Assistance or the Exit Plan shall be subject to the Variation Procedure.

23.3 If the Supplier demonstrates to the Customer's reasonable satisfaction that transition of the Goods and/or Services and provision of the Termination Assist during the Termination Assistance Period will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Level Performance Measure(s), the Parties shall

vary the relevant Service Level Performance Measure(s) and/or the applicable Service Credits to take account of such adverse effect.

24. TERMINATION OBLIGATIONS

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

24.2 Upon termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Goods and/or Services and the Termination Assistance and its compliance with the other provisions of this Call Off Schedule 9), the Supplier shall:

24.2.1 cease to use the Customer Data;

24.2.2 provide the Customer and/or the Replacement Supplier with a complete and uncorrupted version of the Customer Data in electronic form (or such other format as reasonably required by the Customer);

24.2.3 erase from any computers, storage devices and storage media that are to be retained by the Supplier after the end of the Termination Assistance Period all Customer Data and promptly certify to the Customer that it has completed such deletion;

24.2.4 return to the Customer such of the following as is in the Supplier's possession or control:

(a) all copies of the Customer Software and any other software licensed by the Customer to the Supplier under this Call Off Contract;

(b) all materials created by the Supplier under this Call Off Contract in which the IPRs are owned by the Customer;

(c) any parts of the ICT Environment and any other equipment which belongs to the Customer;

(d) any items that have been on-charged to the Customer, such as consumables; and

(e) all Customer Property issued to the Supplier under Clause 31 of this Call Off Contract (Customer Property). Such Customer Property shall be handed back to the Customer in good working order (allowance shall be made only for reasonable wear and tear);

(f) any sums prepaid by the Customer in respect of Goods and/or Services not Delivered by the Call Off Expiry Date;

24.2.5 vacate any Customer Premises;

24.2.6 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Goods and/or Services 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 and/or any Supplier Personnel;

24.2.7 provide access during normal working hours to the Customer and/or the Replacement Supplier for up to twelve (12) months after expiry or termination to:

(a) such information relating to the Goods and/or Services as remains in the possession or control of the Supplier; and

- (b) such members of the Supplier Personnel as have been involved in the design, development and provision of the Goods and/or Services and who are still employed by the Supplier, provided that the Customer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to requests for access under this paragraph.

24.3 Upon termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Goods and/or Services and the Termination Assistance and its compliance with the other provisions of this Call Off Schedule 9), each Party shall return to the other Party (or if requested, destroy or delete) all Confidential Information of the other Party and shall certify that it does not retain the other Party's Confidential Information save to the extent (and for the limited period) that such information needs to be retained by the Party in question for the purposes of providing or receiving any Goods and/or Services or termination services or for statutory compliance purposes.

24.4 Except where this Call Off Contract provides otherwise, all licences, leases and authorisations granted by the Customer to the Supplier in relation to the Goods and/or Services shall be terminated with effect from the end of the Termination Assistance Period.

25. ASSETS, SUB-CONTRACTS AND SOFTWARE

25.1 Following notice of termination of this Call Off Contract and during the Termination Assistance Period, the Supplier shall not, without the Customer's prior written consent:

25.1.1 terminate, enter into or vary any Sub-Contract;

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

25.1.3 terminate, enter into or vary any licence for software in connection with the provision of Goods and/or Services.

25.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier pursuant to paragraph 23.1.5 of this Call Off Schedule 9, the Customer shall provide written notice to the Supplier setting out:

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

25.2.2 which, if any, of:

(a) the Exclusive Assets that are not Transferable Assets; and

(b) the Non-Exclusive Assets,

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

25.2.3 which, if any, of Transferable Contracts the Customer requires to be assigned or novated to the Customer and/or the Replacement Supplier (the "**Transferring Contracts**"),

in order for the Customer and/or its Replacement Supplier to provide the Goods and/or Services from the expiry of the Termination Assistance Period. Where requested by the Customer and/or its Replacement Supplier, the Supplier shall provide all reasonable assistance to the Customer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts the Customer and/or its Replacement Supplier requires to provide the Goods and/or Services or the Replacement Goods and/or Replacement Services.

25.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Customer and/or its nominated Replacement Supplier for a

consideration equal to their Net Book Value, except where the cost of the Transferring Asset has been partially or fully paid for through the Call Off Contract Charges at the Call Off expiry Date, in which case the Customer shall pay the Supplier the Net Book Value of the Transferring Asset less the amount already paid through the Call Off Contract Charges.

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

25.5 Where the Supplier is notified in accordance with paragraph 25.2.2 of this Call Off Schedule 9 that the Customer 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:

25.5.1 procure a non-exclusive, perpetual, royalty-free licence (or licence on such other terms that have been agreed by the Customer) for the Customer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which

25.5.2 procure a suitable alternative to such assets and the Customer or the Replacement Supplier shall bear the reasonable proven costs of procuring the same.

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

25.7 The Customer shall:

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

25.7.2 once a Transferring Contract is novated or assigned to the Customer and/or the Replacement Supplier, carry out, perform and 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.

25.8 The Supplier shall hold any Transferring Contracts on trust for the Customer until such time as the transfer of the relevant Transferring Contract to the Customer and/or the Replacement Supplier has been effected.

25.9 The Supplier shall indemnify the Customer (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 Customer (and/or Replacement Supplier) pursuant to paragraph 25.6 of this Call Off Schedule 9 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract.

26. SUPPLIER PERSONNEL

26.1 The Customer and Supplier agree and acknowledge that in the event of the Supplier ceasing to provide the Goods and/or Services or part of them for any reason, Call Off Schedule 10 (Staff Transfer) shall apply.

26.2 The Supplier shall not take any step (expressly or implicitly and directly or indirectly by itself or through any other person) to dissuade or discourage any employees engaged in the provision of the Goods and/or Services from transferring their employment to the Customer and/or the Replacement Supplier.

- 26.3 During the Termination Assistance Period, the Supplier shall give the Customer and/or the Replacement Supplier reasonable access to the Supplier's personnel to present the case for transferring their employment to the Customer and/or the Replacement Supplier.
- 26.4 The Supplier shall immediately notify the Customer or, at the direction of the Customer, the Replacement Supplier of any period of notice given by the Supplier or received from any person referred to in the Staffing Information, regardless of when such notice takes effect.
- 26.5 The Supplier shall not for a period of twelve (12) months from the date of transfer re-employ or re-engage or entice any employees, suppliers or Sub-Contractors whose employment or engagement is transferred to the Customer and/or the Replacement Supplier, unless approval has been obtained from the Customer which shall not be unreasonably withheld.

27. CHARGES

- 27.1 Except as otherwise expressly specified in this Call Off Contract, the Supplier shall not make any charges for the services provided by the Supplier pursuant to, and the Customer shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with, this Call Off Schedule 9 including the preparation and implementation of the Exit Plan, the Termination Assistance and any activities mutually agreed between the Parties to carry on after the expiry of the Termination Assistance Period.

28. APPORTIONMENTS

- 28.1 All outgoings and expenses (including any remuneration due) and all rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Customer and the Supplier and/or the Replacement Supplier and the Supplier (as applicable) as follows:
- 28.1.1 the amounts shall be annualised and divided by 365 to reach a daily rate;
 - 28.1.2 the Customer shall be responsible for (or shall procure that the Replacement Supplier 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
 - 28.1.3 the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.
- 28.2 Each Party shall pay (and/or the Customer shall procure that the Replacement Supplier shall pay) any monies due under paragraph 28.1 of this Call Off Schedule 9 as soon as reasonably practicable.

CALL OFF SCHEDULE 10: STAFF TRANSFER

1. DEFINITIONS

In this Call Off Schedule 10, the following definitions shall apply:

- “Admission Agreement”** The agreement to be entered into by which the supplier agrees to participate in the Schemes as amended from time to time;
- “Eligible Employee”** any Fair Deal Employee who at the relevant time is an eligible employee as defined in the Admission Agreement;
- “Employee Liabilities”** 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 related to employment including in relation to the following:
- (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 employment debts and unlawful deduction of wages including any PAYE and national insurance contributions;
 - (f) employment claims whether in tort, contract or statute or otherwise;
- any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;
- “Fair Deal Employees”** those Transferring Customer Employees who are on the Relevant Transfer Date entitled to the protection of New Fair

Deal and any Transferring Former Supplier Employees who originally transferred pursuant to a Relevant Transfer under the Employment Regulations (or the predecessor legislation to the Employment Regulations), from employment with a public sector employer and who were once eligible to participate in the Schemes and who at the Relevant Transfer Date become entitled to the protection of New Fair Deal;

“Former Supplier”	a supplier supplying services to the Customer before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any sub-contractor of such supplier (or any sub-contractor of any such sub-contractor);
“New Fair Deal”	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;
“Notified Sub-Contractor”	a Sub-Contractor identified in the Annex to this Call Off Schedule 10 to whom Transferring Customer Employees and/or Transferring Former Supplier Employees will transfer on a Relevant Transfer Date;
“Replacement Sub-Contractor”	a sub-contractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any sub-contractor of any such sub-contractor);
“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;
“Schemes”	the Principal Civil Service Pension Scheme available to employees of the civil service and employees of bodies under the Superannuation Act 1972, as governed by rules adopted by Parliament; the Partnership Pension Account and its (i) Ill health Benefits Scheme and (ii) Death Benefits Scheme; the Civil Service Additional Voluntary Contribution Scheme; and the 2015 New Scheme (with effect from a date to be notified to the Supplier by the Minister for the Cabinet Office);
“Service Transfer”	any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any Sub-Contractor to a Replacement Supplier or a Replacement Sub-Contractor;
“Service Transfer Date”	the date of a Service Transfer;
“Staffing Information”	in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Customer may reasonably request (subject to all

applicable provisions of the DPA), but including in an anonymised format:

- (a) their ages, dates of commencement of employment or engagement and gender;
- (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 and profit sharing arrangements as applicable;
- (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
- (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
- (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
- (j) any other “employee liability information” as such term is defined in regulation 11 of the Employment Regulations;

“Supplier's Final Supplier Personnel List”

a list provided by the Supplier of all Supplier Personnel who will transfer under the Employment Regulations on the Relevant Transfer Date;

“Supplier's Provisional Supplier Personnel List”

a list prepared and updated by the Supplier of all Supplier Personnel who are engaged in or wholly or mainly 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;

“Transferring Customer Employees”	those employees of the Customer to whom the Employment Regulations will apply on the Relevant Transfer Date;
“Transferring Former Supplier Employees”	in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date; and
“Transferring Supplier Employees”	those employees of the Supplier and/or the Supplier’s Sub-Contractors to whom the Employment Regulations will apply on the Service Transfer Date.

2. INTERPRETATION

Where a provision in this Call Off Schedule 10 imposes an obligation on the Supplier to provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Sub-Contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to the Customer, Former Supplier, Replacement Supplier or Replacement Sub-Contractor, as the case may be.

PART A

TRANSFERRING CUSTOMER EMPLOYEES AT COMMENCEMENT OF SERVICES

1. RELEVANT TRANSFERS

1.1 The Customer 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 Customer Employees; and
- 1.1.2 as a result of the operation of the Employment Regulations, the contracts of employment between the Customer and the Transferring Customer 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 Notified Sub-Contractor and each such Transferring Customer Employee.

1.2 The Customer shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of the Transferring Customer Employees in respect of the period arising up to (but not including) the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period up to (but not including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Customer; and (ii) the Supplier and/or any Notified Sub-Contractor (as appropriate).

2. CUSTOMER INDEMNITIES

2.1 Subject to Paragraph 2.2, the Customer shall indemnify the Supplier and any Notified Sub-Contractor against any Employee Liabilities in respect of any Transferring Customer Employee (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:

- 2.1.1 any act or omission by the Customer occurring before the Relevant Transfer Date;
- 2.1.2 the breach or non-observance by the Customer before the Relevant Transfer Date of:
 - (a) any collective agreement applicable to the Transferring Customer Employees; and/or
 - (b) any custom or practice in respect of any Transferring Customer Employees which the Customer is contractually bound to honour;
- 2.1.3 any claim by any trade union or other body or person representing the Transferring Customer Employees arising from or connected with any failure by the Customer to comply with any legal obligation to such trade union, body or person arising before the Relevant Transfer Date;
- 2.1.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (a) in relation to any Transferring Customer Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory

authority relates to financial obligations arising before the Relevant Transfer Date; and

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

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

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

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

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

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

2.2.2 arising from the failure by the Supplier or any Sub-Contractor to comply with its obligations under the Employment Regulations.

2.3 If any person who is not identified by the Customer as a Transferring Customer Employee claims, or it is determined in relation to any person who is not identified by the Customer as a Transferring Customer Employee, that his/her contract of employment has been transferred from the Customer to the Supplier and/or any Notified Sub-Contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:

2.3.1 the Supplier shall, or shall procure that the Notified Sub-Contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to the Customer; and

2.3.2 the Customer may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of receipt of the notification by the Supplier and/or any Notified Sub-Contractor, or take such other reasonable steps as the Customer considers appropriate to deal with the matter provided always that such steps are in compliance with Law.

2.4 If an offer referred to in Paragraph 2.3.2 is accepted, or if the situation has otherwise been resolved by the Customer, the Supplier shall, or shall procure that the Notified Sub-Contractor shall, immediately release the person from his/her employment or alleged employment.

2.5 If by the end of the 15 Working Day period specified in Paragraph 2.3.2:

2.5.1 no such offer of employment has been made;

2.5.2 such offer has been made but not accepted; or

2.5.3 the situation has not otherwise been resolved,

the Supplier and/or any Notified Sub-Contractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person.

2.6 Subject to the Supplier and/or any Notified Sub-Contractor acting in accordance with the provisions of Paragraphs 2.3 to 2.5 and in accordance with all applicable proper employment procedures set out in applicable Law, the Customer shall indemnify the Supplier and/or any Notified Sub-Contractor (as appropriate) against all Employee Liabilities arising out of the termination pursuant to the provisions of Paragraph 2.5 provided that the Supplier takes, or procures that the Notified Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.7 The indemnity in Paragraph 2.6:

2.7.1 shall not apply to:

(a) any claim for:

(i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or

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

in any case in relation to any alleged act or omission of the Supplier and/or any Sub-Contractor; or

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

2.7.2 shall apply only where the notification referred to in Paragraph 2.3.1 is made by the Supplier and/or any Notified Sub-Contractor (as appropriate) to the Customer within 6 months of the Call Off Commencement Date.

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

3. SUPPLIER INDEMNITIES AND OBLIGATIONS

3.1 Subject to Paragraph 3.2 the Supplier shall indemnify the Customer against any Employee Liabilities in respect of any Transferring Customer Employee (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:

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

omission of the Supplier or any Sub-Contractor in relation to their obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the Customer's failure to comply with its obligations under regulation 13 of the Employment Regulations.

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 Customer whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Customer's failure to comply with its obligations under the Employment Regulations.

3.3 The Supplier shall comply, and shall procure that each Sub-Contractor shall comply, with all its obligations under the Employment Regulations (including its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge, and shall procure that each Sub-Contractor shall perform and discharge, all its obligations in respect of the Transferring Customer Employees, from (and including) the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period from and including the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between the Customer and the Supplier.

4. INFORMATION

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

5. PRINCIPLES OF GOOD EMPLOYMENT PRACTICE

5.1 The Parties agree that the Principles of Good Employment Practice issued by the Cabinet Office in December 2010 apply to the treatment by the Supplier of employees whose employment begins after the Relevant Transfer Date, and the Supplier undertakes to treat such employees in accordance with the provisions of the Principles of Good Employment Practice.

5.2 The Supplier shall, and shall procure that each Sub-Contractor shall, comply with any requirement notified to it by the Customer relating to pensions in respect of any Transferring Customer Employee as set down in:

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

5.2.2 HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999;

5.2.3 HM Treasury's guidance "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or

5.2.4 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

The Supplier shall, and shall procure that each of its Sub-Contractors shall, comply with the pensions provisions in the following Annex.

ANNEX TO PART A: PENSIONS

1. PARTICIPATION

1.1 The Supplier undertakes to enter into the Admission Agreement.

1.2 The Supplier and the Customer:

1.2.1 undertake to do all such things and execute any documents (including the Admission Agreement) as may be required to enable the Supplier to participate in the Schemes in respect of the Fair Deal Employees;

1.2.2 agree that the Customer is entitled to make arrangements with the body responsible for the Schemes for the Customer to be notified if the Supplier breaches the Admission Agreement;

1.2.3 notwithstanding Paragraph 1.2.2 of this Annex, the Supplier shall notify the Customer in the event that it breaches the Admission Agreement; and

1.2.4 agree that the Customer may terminate this Call Off Contract for material default in the event that the Supplier breaches the Admission Agreement.

1.3 The Supplier shall bear its own costs and all costs that the Customer reasonably incurs in connection with the negotiation, preparation and execution of documents to facilitate the Supplier participating in the Schemes.

2. FUTURE SERVICE BENEFITS

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 Schemes that they currently contribute to, or were eligible to join immediately prior to 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 Schemes for service from (and including) the Relevant Transfer Date.

2.2 The Supplier undertakes that should it cease to participate in the Schemes for whatever reason at a time when it has Eligible Employees, that it will, at no extra cost to the Customer, provide to any Fair Deal Employee who immediately prior to such cessation remained an Eligible Employee with access to an occupational pension scheme certified by the Government Actuary's Department or any actuary nominated by the Customer in accordance with relevant guidance produced by the Government Actuary's Department as providing benefits which are broadly comparable to those provided by the Schemes at the relevant date.

2.3 The Parties acknowledge that the Civil Service Compensation Scheme and the Civil Service Injury Benefit Scheme (established pursuant to section 1 of the Superannuation Act 1972) are not covered by the protection of New Fair Deal.

3. FUNDING

3.1 The Supplier undertakes to pay to the Schemes all such amounts as are due under the Admission Agreement and shall deduct and pay to the Schemes such employee contributions as are required by the Schemes.

3.2 The Supplier shall indemnify and keep indemnified the Customer on demand against any claim by, payment to, or loss incurred by, the Schemes in respect of the failure to account to the Schemes for payments received and the non-payment or the late payment of any sum payable by the Supplier to or in respect of the Schemes.

4. PROVISION OF INFORMATION

The Supplier and the Customer respectively undertake to each other:

- 4.1 to provide all information which the other Party may reasonably request concerning matters referred to in this Annex and set out in the Admission Agreement, and to supply the information as expeditiously as possible; and
- 4.2 not to issue any announcements to the Fair Deal Employees prior to the Relevant Transfer Date concerning the matters stated in this Annex without the consent in writing of the other Party (not to be unreasonably withheld or delayed).

5. INDEMNITY

The Supplier undertakes to the Customer to indemnify and keep indemnified the Customer on demand from and against all and any Losses whatsoever arising out of or in connection with any liability towards the Fair Deal Employees arising in respect of service on or after the Relevant Transfer Date which relate to the payment of benefits under an occupational pension scheme (within the meaning provided for in section 1 of the Pension Schemes Act 1993) or the Schemes.

6. EMPLOYER OBLIGATION

The Supplier shall comply with the requirements of the Pensions Act 2008 and the Transfer of Employment (Pension Protection) Regulations 2005.

7. SUBSEQUENT TRANSFERS

The Supplier shall:

- 7.1 not adversely affect pension rights accrued by any Fair Deal Employee in the period ending on the date of the relevant future transfer;
- 7.2 provide all such co-operation and assistance as the Schemes and the Replacement Supplier and/or the Customer may reasonably require to enable the Replacement Supplier to participate in the Schemes in respect of any Eligible Employee and to give effect to any transfer of accrued rights required as part of participation under New Fair Deal; and
- 7.3 for the period either:
 - 7.3.1 after notice (for whatever reason) is given, in accordance with the other provisions of this Call Off Contract, to terminate the Agreement or any part of the Services; or
 - 7.3.2 after the date which is two (2) years prior to the date of expiry of this Call Off Contract,

ensure that no change is made to pension, retirement and death benefits provided for or in respect of any person who will transfer to the Replacement Supplier or the Customer, no category of earnings which were not previously pensionable are made pensionable and the contributions (if any) payable by such employees are not reduced without (in any case) the prior approval of the Customer (such approval not to be unreasonably withheld). Save that this sub-paragraph shall not apply to any change made as a consequence of participation in an Admission Agreement.

PART B

TRANSFERRING FORMER SUPPLIER EMPLOYEES AT COMMENCEMENT OF SERVICES

1. RELEVANT TRANSFERS

1.1 The Customer 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 Notified Sub-Contractor and each such Transferring Former Supplier Employee.

1.2 Subject to Paragraph 6, the Customer 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 the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part in respect of the period up to (but not including) the Relevant Transfer Date) and the Supplier shall make, and the Customer shall procure that each Former Supplier makes, any necessary apportionments in respect of any periodic payments.

2. FORMER SUPPLIER INDEMNITIES

2.1 Subject to Paragraphs 2.2 and 6, the Customer shall procure that each Former Supplier shall indemnify the Supplier and any Notified Sub-Contractor against any Employee Liabilities in respect of any Transferring Former Supplier Employee (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:

2.1.1 any act or omission by the Former Supplier arising before the Relevant Transfer Date;

2.1.2 the breach or non-observance by the Former Supplier arising before the Relevant Transfer Date of:

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

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

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

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

- (b) in relation to any employee who is not a Transferring Former Supplier Employee and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Supplier to the Supplier and/or any Notified Sub-Contractor as appropriate, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations in respect of the period to (but excluding) the Relevant Transfer Date;
 - 2.1.4 a failure of the Former Supplier to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period to (but excluding) the Relevant Transfer Date;
 - 2.1.5 any claim made by or in respect of any person employed or formerly employed by the Former Supplier other than a Transferring Former Supplier Employee for whom it is alleged the Supplier and/or any Notified Sub-Contractor as appropriate may be liable by virtue of this Call Off Contract and/or the Employment Regulations and/or the Acquired Rights Directive; and
 - 2.1.6 any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the Former Supplier in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Supplier or any Sub-Contractor to comply with regulation 13(4) of the Employment Regulations.
- 2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Sub-Contractor whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities:
- 2.2.1 arising out of the resignation of any Transferring Former Supplier Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Supplier or any Sub-Contractor to occur in the period from (and including) the Relevant Transfer Date; or
 - 2.2.2 arising from the failure by the Supplier and/or any Sub-Contractor to comply with its obligations under the Employment Regulations.
- 2.3 If any person who is not identified by the Customer as a Transferring Former Supplier Employee claims, or it is determined in relation to any person who is not identified by the Customer as a Transferring Former Supplier Employee, that his/her contract of employment has been transferred from a Former Supplier to the Supplier and/or any Notified Sub-Contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
- 2.3.1 the Supplier shall, or shall procure that the Notified Sub-Contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to the Customer and, where required by the Customer, to the Former Supplier; and
 - 2.3.2 the Former Supplier may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification by the Supplier and/or the Notified Sub-Contractor or take such other reasonable steps as the Former Supplier considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.
- 2.4 If an offer referred to in Paragraph 2.3.2 is accepted, or if the situation has otherwise been resolved by the Former Supplier and/or the Customer, the Supplier shall, or shall procure

that the Notified Sub-Contractor shall, immediately release the person from his/her employment or alleged employment.

2.5 If by the end of the 15 Working Day period specified in Paragraph 2.3.2:

2.5.1 no such offer of employment has been made;

2.5.2 such offer has been made but not accepted; or

2.5.3 the situation has not otherwise been resolved,

the Supplier and/or any Notified Sub-Contractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person.

2.6 Subject to the Supplier and/or any Notified Sub-Contractor acting in accordance with the provisions of Paragraphs 2.3 to 2.5 and in accordance with all applicable proper employment procedures set out in Law, the Customer shall procure that the Former Supplier indemnifies the Supplier and/or any Notified Sub-Contractor (as appropriate) against all Employee Liabilities arising out of the termination pursuant to the provisions of Paragraph 2.5 provided that the Supplier takes, or shall procure that the Notified Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.7 The indemnity in Paragraph 2.6:

2.7.1 shall not apply to:

(a) any claim for:

(i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or

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

in any case in relation to any alleged act or omission of the Supplier and/or any Sub-Contractor; or

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

2.7.2 shall apply only where the notification referred to in Paragraph 2.3.1 is made by the Supplier and/or any Notified Sub-Contractor (as appropriate) to the Customer and, if applicable, the Former Supplier, within 6 months of the Call Off Commencement Date.

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

3. SUPPLIER INDEMNITIES AND OBLIGATIONS

3.1 Subject to Paragraph 3.2, the Supplier shall indemnify the Customer and/or the Former Supplier against any Employee Liabilities in respect of any Transferring Former Supplier Employee (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:

- 3.1.1 any act or omission by the Supplier or any Sub-Contractor whether occurring before, on or after the Relevant Transfer Date;
- 3.1.2 the breach or non-observance by the Supplier or any Sub-Contractor on or after the Relevant Transfer Date of:
 - (a) any collective agreement applicable to the Transferring Former Supplier Employee; and/or
 - (b) any custom or practice in respect of any Transferring Former Supplier Employees which the Supplier or any Sub-Contractor is contractually bound to honour;
- 3.1.3 any claim by any trade union or other body or person representing any Transferring Former Supplier Employees arising from or connected with any failure by the Supplier or a Sub-Contractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;
- 3.1.4 any proposal by the Supplier or a Sub-Contractor prior to the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any Transferring Former Supplier Employees to their material detriment on or after their transfer to the Supplier or a Sub-Contractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Former Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;
- 3.1.5 any statement communicated to or action undertaken by the Supplier or a Sub-Contractor to, or in respect of, any Transferring Former Supplier Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Customer and/or the Former Supplier in writing;
- 3.1.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (a) in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and
 - (b) in relation to any employee who is not a Transferring Former Supplier Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Supplier to the Supplier or a Sub-Contractor, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;
- 3.1.7 a failure of the Supplier or any Sub-Contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period from (and including) the Relevant Transfer Date; and

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

4. INFORMATION

The Supplier shall, and shall procure that each Sub-Contractor shall, promptly provide to the Customer and/or at the Customer's direction, the Former Supplier, in writing such information as is necessary to enable the Customer and/or the Former Supplier to carry out their respective duties under regulation 13 of the Employment Regulations. Subject to Paragraph 6, the Customer shall procure that the Former Supplier shall promptly provide to the Supplier and each Notified Sub-Contractor in writing such information as is necessary to enable the Supplier and each Notified Sub-Contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

5. PRINCIPLES OF GOOD EMPLOYMENT PRACTICE

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

6. PROCUREMENT OBLIGATIONS

Notwithstanding any other provisions of this Part B, where in this Part B the Customer 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 Customer's contract with the Former Supplier contains a contractual right in that regard which the Customer may enforce, or otherwise so that it requires only that the Customer must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

7. PENSIONS

The Supplier shall, and shall procure that each Sub-Contractor shall, comply with the pensions provisions in the following Annex in respect of any Transferring Former Supplier Employees who transfer from the Former Supplier to the Supplier.

ANNEX TO PART B: PENSIONS

1. PARTICIPATION

1.1 The Supplier undertakes to enter into the Admission Agreement.

1.2 The Supplier and the Customer:

1.2.1 undertake to do all such things and execute any documents (including the Admission Agreement) as may be required to enable the Supplier to participate in the Schemes in respect of the Fair Deal Employees;

1.2.2 agree that the Customer is entitled to make arrangements with the body responsible for the Schemes for the Customer to be notified if the Supplier breaches the Admission Agreement;

1.2.3 notwithstanding Paragraph 1.2.2 of this Annex, the Supplier shall notify the Customer in the event that it breaches the Admission Agreement; and

1.2.4 agree that the Customer may terminate this Call Off Contract for material default in the event that the Supplier breaches the Admission Agreement.

1.3 The Supplier shall bear its own costs and all costs that the Customer reasonably incurs in connection with the negotiation, preparation and execution of documents to facilitate the Supplier participating in the Schemes.

2. FUTURE SERVICE BENEFITS

2.1 If the Supplier is rejoining the Schemes for the first time, the Supplier shall procure that the Fair Deal Employees shall be either admitted to or offered continued membership of the relevant section of the Schemes that they became eligible to join on the Relevant Transfer Date and shall continue to accrue or accrue benefits in accordance with the provisions governing the relevant section of the Schemes for service from (and including) the Relevant Transfer Date.

2.2 If staff have already been readmitted to the Schemes, the Supplier shall procure that the Fair Deal Employees, shall be either admitted into, or offered continued membership of, the relevant section of the Schemes that they currently contribute to, or were eligible to join immediately prior to 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 Schemes for service from (and including) the Relevant Transfer Date.

2.3 The Supplier undertakes that should it cease to participate in the Schemes for whatever reason at a time when it has Eligible Employees, that it will, at no extra cost to the Customer, provide to any Fair Deal Employee who immediately prior to such cessation remained an Eligible Employee with access to an occupational pension scheme certified by the Government Actuary's Department or any actuary nominated by the Customer in accordance with relevant guidance produced by the Government Actuary's Department as providing benefits which are broadly comparable to those provided by the Schemes at the relevant date.

2.4 The Parties acknowledge that the Civil Service Compensation Scheme and the Civil Service Injury Benefit Scheme (established pursuant to section 1 of the Superannuation Act 1972) are not covered by the protection of New Fair Deal.

3. FUNDING

3.1 The Supplier undertakes to pay to the Schemes all such amounts as are due under the Admission Agreement and shall deduct and pay to the Schemes such employee contributions as are required by the Schemes.

3.2 The Supplier shall indemnify and keep indemnified the Customer on demand against any claim by, payment to, or loss incurred by the Schemes in respect of the failure to account to the Schemes for payments received and the non-payment or the late payment of any sum payable by the Supplier to or in respect of the Schemes.

4. PROVISION OF INFORMATION

The Supplier and the Customer respectively undertake to each other:

4.1 to provide all information which the other Party may reasonably request concerning matters (i) referred to in this Annex and (ii) set out in the Admission Agreement, and to supply the information as expeditiously as possible; and

4.2 not to issue any announcements to the Fair Deal Employees prior to the Relevant Transfer Date concerning the matters stated in this Annex without the consent in writing of the other Party (not to be unreasonably withheld or delayed).

5. INDEMNITY

The Supplier undertakes to the Customer to indemnify and keep indemnified the Customer on demand from and against all and any Losses whatsoever arising out of or in connection with any liability towards the Fair Deal Employees arising in respect of service on or after the Relevant Transfer Date which relate to the payment of benefits under an occupational pension scheme (within the meaning provided for in section 1 of the Pension Schemes Act 1993) or the Schemes.

6. EMPLOYER OBLIGATION

The Supplier shall comply with the requirements of the Pensions Act 2008 and the Transfer of Employment (Pension Protection) Regulations 2005.

7. SUBSEQUENT TRANSFERS

The Supplier shall:

7.1 not adversely affect pension rights accrued by any Fair Deal Employee in the period ending on the date of the relevant future transfer;

7.2 provide all such co-operation and assistance as the Schemes and the Replacement Supplier and/or the Customer may reasonably require to enable the Replacement Supplier to participate in the Schemes in respect of any Eligible Employee and to give effect to any transfer of accrued rights required as part of participation under the New Fair Deal; and

7.3 for the period either

7.3.1 after notice (for whatever reason) is given, in accordance with the other provisions of this Call Off Contract, to terminate the Agreement or any part of the Services; or

7.3.2 after the date which is two (2) years prior to the date of expiry of this Call Off Contract,

ensure that no change is made to pension, retirement and death benefits provided for or in respect of any person who will transfer to the Replacement Supplier or the Customer, no category of earnings which were not previously pensionable are made pensionable

and the contributions (if any) payable by such employees are not reduced without (in any case) the prior approval of the Customer (such approval not to be unreasonably withheld). Save that this sub-paragraph shall not apply to any change made as a consequence of participation in an Admission Agreement.

PART C

NO TRANSFER OF EMPLOYEES AT COMMENCEMENT OF SERVICES

1. PROCEDURE IN THE EVENT OF TRANSFER

- 1.1 The Customer 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 Customer and/or any Former Supplier.
- 1.2 If any employee of the Customer and/or a Former Supplier claims, or it is determined in relation to any employee of the Customer and/or a Former Supplier, that his/her contract of employment has been transferred from the Customer and/or the Former Supplier to the Supplier and/or any Sub-Contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
- 1.2.1 the Supplier shall, and shall procure that the relevant Sub-Contractor shall, within five (5) Working Days of becoming aware of that fact, give notice in writing to the Customer and, where required by the Customer, give notice to the Former Supplier; and
 - 1.2.2 the Customer and/or the Former Supplier may offer (or may procure that a third party may offer) employment to such person within fifteen (15) Working Days of the notification by the Supplier or the Sub-Contractor (as appropriate) or take such other reasonable steps as the Customer or Former Supplier (as the case may be) considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.
- 1.3 If an offer referred to in Paragraph 1.2.2 is accepted (or if the situation has otherwise been resolved by the Customer and/or the Former Supplier), the Supplier shall, or shall procure that the Sub-Contractor shall, immediately release the person from his/her employment or alleged employment.
- 1.4 If by the end of the fifteen (15) Working Day period specified in Paragraph 1.2.2:
- 1.4.1 no such offer of employment has been made;
 - 1.4.2 such offer has been made but not accepted; or
 - 1.4.3 the situation has not otherwise been resolved,
- the Supplier and/or the Sub-Contractor may within five (5) Working Days give notice to terminate the employment or alleged employment of such person.

2. INDEMNITIES

- 2.1 Subject to the Supplier and/or the relevant Sub-Contractor acting in accordance with the provisions of Paragraphs 1.2 to 1.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to Paragraph 2.4, the Customer shall:
- 2.1.1 indemnify the Supplier and/or the relevant Sub-Contractor against all Employee Liabilities arising out of the termination of the employment of any employees of the Customer referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the Notified Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities; and
 - 2.1.2 subject to paragraph 3, procure that the Former Supplier indemnifies the Supplier and/or any Notified Sub-Contractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier made

pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the relevant Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.2 If any such person as is described in Paragraph 1.2 is neither re employed by the Customer and/or the Former Supplier as appropriate nor dismissed by the Supplier and/or any Sub-Contractor within the fifteen (15) Working Day period referred to in Paragraph 1.4 such person shall be treated as having transferred to the Supplier and/or the Sub-Contractor (as appropriate) and the Supplier shall, or shall procure that the Sub-Contractor shall, comply with such obligations as may be imposed upon it under Law.

2.3 Where any person remains employed by the Supplier and/or any Sub-Contractor pursuant to Paragraph 2.2, all Employee Liabilities in relation to such employee shall remain with the Supplier and/or the Sub-Contractor and the Supplier shall indemnify the Customer and any Former Supplier, and shall procure that the Sub-Contractor shall indemnify the Customer 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 Sub-Contractor.

2.4 The indemnities in Paragraph 2.1:

2.4.1 shall not apply to:

- (a) any claim for:
 - (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
 - (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,
in any case in relation to any alleged act or omission of the Supplier and/or any Sub-Contractor; or
- (b) any claim that the termination of employment was unfair because the Supplier and/or any Sub-Contractor neglected to follow a fair dismissal procedure; and

2.4.2 shall apply only where the notification referred to in Paragraph 1.2.1 is made by the Supplier and/or any Sub-Contractor to the Customer and, if applicable, Former Supplier within 6 months of the Call Off Commencement Date.

3. PROCUREMENT OBLIGATIONS

Where in this Part C the Customer 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 Customer's contract with the Former Supplier contains a contractual right in that regard which the Customer may enforce, or otherwise so that it requires only that the Customer must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

PART D

EMPLOYMENT EXIT PROVISIONS

1. PRE-SERVICE TRANSFER OBLIGATIONS

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

- 1.1.1 receipt of a notification from the Customer 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 this Call Off Contract;
- 1.1.3 the date which is twelve (12) months before the end of the Term; and
- 1.1.4 receipt of a written request of the Customer at any time (provided that the Customer shall only be entitled to make one such request in any six (6) month period),

it shall provide in a suitably anonymised format so as to comply with the DPA, 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 Customer.

1.2 At least thirty (30) Working Days prior to the Service Transfer Date, the Supplier shall provide to the Customer or at the direction of the Customer to any Replacement Supplier and/or any Replacement Sub-Contractor:

- 1.2.1 the Supplier's Final Supplier Personnel List, which shall identify which of the Supplier Personnel are Transferring Supplier Employees; and
- 1.2.2 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 Customer 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 Sub-Contractor.

1.4 The Supplier warrants, for the benefit of the Customer, any Replacement Supplier, and any Replacement Sub-Contractor 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, the Supplier agrees, that it shall not, and agrees to procure that each Sub-Contractor shall not, assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall not without the approval of the Customer (not to be unreasonably withheld or delayed):

- 1.5.1 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;
- 1.5.2 make, promise, propose or permit any material changes to the terms and conditions of employment of the Supplier Personnel (including any payments connected with the termination of employment);

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

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

1.6 During the Term, the Supplier shall provide, and shall procure that each Sub-Contractor shall provide, to the Customer any information the Customer may reasonably require relating to the manner in which the Services are organised, which shall include:

- 1.6.1 the numbers of employees engaged in providing the Services;
- 1.6.2 the percentage of time spent by each employee engaged in providing the Services; and
- 1.6.3 a description of the nature of the work undertaken by each employee by location.

1.7 The Supplier shall provide, and shall procure that each Sub-Contractor shall provide, all reasonable cooperation and assistance to the Customer, any Replacement Supplier and/or any Replacement Sub-Contractor 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 five (5) Working Days following the Service Transfer Date, the Supplier shall provide, and shall procure that each Sub-Contractor shall provide, to the Customer or, at the direction of the Customer, to any Replacement Supplier and/or any Replacement Sub-Contractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:

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

2. EMPLOYMENT REGULATIONS EXIT PROVISIONS

2.1 The Customer and the Supplier acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of this Call Off Contract or otherwise) resulting in the Services being undertaken by a Replacement

Supplier and/or a Replacement Sub-Contractor. Such change in the identity of the Supplier of such Services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. The Customer and the Supplier further agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms 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 Sub-Contractor (as the case may be) and each such Transferring Supplier Employee.

2.2 The Supplier shall, and shall procure that each Sub-Contractor 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 (but not including) the Service Transfer Date and shall perform and discharge, and procure that each Sub-Contractor shall perform and discharge, all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to (and including) the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the Sub-Contractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Sub-Contractor.

2.3 Subject to Paragraph 2.4, where a Relevant Transfer occurs the Supplier shall indemnify the Customer and/or the Replacement Supplier and/or any Replacement Sub-Contractor against any Employee Liabilities in respect of any Transferring Supplier Employee (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:

2.3.1 any act or omission of the Supplier or any Sub-Contractor whether occurring before, on or after the Service Transfer Date;

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

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

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

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

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

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

(b) in relation to any employee who is not a Transferring Supplier Employee, and in respect of whom it is later alleged or determined

that the Employment Regulations applied so as to transfer his/her employment from the Supplier to the Customer and/or Replacement Supplier and/or any Replacement Sub-Contractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or before the Service Transfer Date;

- 2.3.5 a failure of the Supplier or any Sub-Contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (and including) the Service Transfer Date);
 - 2.3.6 any claim made by or in respect of any person employed or formerly employed by the Supplier or any Sub-Contractor other than a Transferring Supplier Employee for whom it is alleged the Customer and/or the Replacement Supplier and/or any Replacement Sub-Contractor may be liable by virtue of this Call Off Contract and/or the Employment Regulations and/or the Acquired Rights Directive; and
 - 2.3.7 any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Supplier or any Sub-Contractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Customer and/or Replacement Supplier to comply with regulation 13(4) of the Employment Regulations.
- 2.4 The indemnities in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Sub-Contractor whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities:
- 2.4.1 arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Supplier and/or any Replacement Sub-Contractor to occur in the period on or after the Service Transfer Date; or
 - 2.4.2 arising from the Replacement Supplier's failure, and/or Replacement Sub-Contractor's failure, to comply with its obligations under the Employment Regulations.
- 2.5 If any person who is not a Transferring Supplier Employee claims, or it is determined in relation to any person who is not a Transferring Supplier Employee, that his/her contract of employment has been transferred from the Supplier or any Sub-Contractor to the Replacement Supplier and/or Replacement Sub-Contractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:
- 2.5.1 the Customer shall procure that the Replacement Supplier shall, or any Replacement Sub-Contractor shall, within five (5) Working Days of becoming aware of that fact, give notice in writing to the Supplier; and
 - 2.5.2 the Supplier may offer (or may procure that a Sub-Contractor may offer) employment to such person within fifteen (15) Working Days of the notification by the Replacement Supplier and/or any and/or Replacement Sub-Contractor or take such other reasonable steps as it considers appropriate to deal with the matter provided always that such steps are in compliance with Law.

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

2.7 If after the fifteen (15) Working Day period specified in Paragraph 2.5.2 has elapsed:

2.7.1 no such offer of employment has been made;

2.7.2 such offer has been made but not accepted; or

2.7.3 the situation has not otherwise been resolved

the Customer shall advise the Replacement Supplier and/or Replacement Sub-Contractor, as appropriate that it may within five (5) Working Days give notice to terminate the employment or alleged employment of such person.

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

2.9 The indemnity in Paragraph 2.8:

2.9.1 shall not apply to:

(a) any claim for:

(i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or

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

in any case in relation to any alleged act or omission of the Replacement Supplier and/or Replacement Sub-Contractor; or

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

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

2.10 If any such person as is described in Paragraph 2.5 is neither re-employed by the Supplier or any Sub-Contractor nor dismissed by the Replacement Supplier and/or Replacement Sub-Contractor within the time scales set out in Paragraphs 2.5 to 2.7, such person shall be treated as a Transferring Supplier Employee and the Replacement Supplier and/or Replacement Sub-Contractor shall comply with such obligations as may be imposed upon it under applicable Law.

2.11 The Supplier shall comply, and shall procure that each Sub-Contractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Sub-Contractor shall perform and discharge, all its obligations in respect of the Transferring Supplier Employees before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages,

accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:

2.11.1 the Supplier and/or any Sub-Contractor; and

2.11.2 the Replacement Supplier and/or the Replacement Sub-Contractor.

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

2.13 Subject to Paragraph 2.14, where a Relevant Transfer occurs the Customer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Sub-contractor and its sub-contractors against any Employee Liabilities in respect of each Transferring Supplier Employee (or, where applicable any employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee) arising from or as a result of:

2.13.1 any act or omission of the Replacement Supplier and/or Replacement Sub-Contractor;

2.13.2 the breach or non-observance by the Replacement Supplier and/or Replacement Sub-Contractor on or after the Service Transfer Date of:

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

(b) any custom or practice in respect of any Transferring Supplier Employees which the Replacement Supplier and/or Replacement Sub-Contractor is contractually bound to honour;

2.13.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Replacement Supplier and/or Replacement Sub-Contractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;

2.13.4 any proposal by the Replacement Supplier and/or Replacement Sub-Contractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees on or after their transfer to the Replacement Supplier or Replacement Sub-Contractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;

2.13.5 any statement communicated to or action undertaken by the Replacement Supplier or Replacement Sub-Contractor to, or in respect of, any Transferring Supplier Employee on or before the Relevant Transfer Date regarding the

Relevant Transfer which has not been agreed in advance with the Supplier in writing;

- 2.13.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
- (a) in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and
 - (b) in relation to any employee who is not a Transferring Supplier Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier or Sub-Contractor, to the Replacement Supplier or Replacement Sub-Contractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;
- 2.13.7 a failure of the Replacement Supplier or Replacement Sub-Contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period from (and including) the Service Transfer Date; and
- 2.13.8 any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Replacement Supplier or Replacement Sub-Contractor in relation to obligations under regulation 13 of the Employment Regulations.
- 2.14 The indemnities in Paragraph 2.13 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Sub-Contractor (as applicable) whether occurring or having its origin before, on or after the Relevant Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Sub-Contractor (as applicable) to comply with its obligations under the Employment Regulations.

ANNEX TO SCHEDULE 10: LIST OF NOTIFIED SUB-CONTRACTORS

ARC – UK Technologies Limited, whose registered address is
REDACTED TEXT

CALL OFF SCHEDULE 11: DISPUTE RESOLUTION PROCEDURE

1. DEFINITIONS

1.1 In this Call Off Schedule 11, the following definitions shall apply:

"CEDR"	the Centre for Effective Dispute Resolution of International Dispute Resolution Centre, 70 Fleet Street, London, EC4Y 1EU;
"Counter Notice"	has the meaning given to it in paragraph 6.2 of this Call Off Schedule 11;
"Exception"	a deviation of project tolerances in accordance with PRINCE2 methodology in respect of this Call Off Contract or in the supply of the Goods and/or Services;
"Expert"	the person appointed by the Parties in accordance with paragraph 5.2 of this Call Off Schedule 11; and
"Mediation Notice"	has the meaning given to it in paragraph 3.2 of this Call Off Schedule 11;
"Mediator"	the independent third party appointed in accordance with paragraph 4.2 of this Call Off Schedule 11.

2. INTRODUCTION

2.1 If a Dispute arises then:

- 2.1.1 the representative of the Customer and the Supplier Representative shall attempt in good faith to resolve the Dispute; and
- 2.1.2 if such attempts are not successful within a reasonable time either Party may give to the other a Dispute Notice.

2.2 The Dispute Notice shall set out:

- 2.2.1 the material particulars of the Dispute;
- 2.2.2 the reasons why the Party serving the Dispute Notice believes that the Dispute has arisen; and
- 2.2.3 if the Party serving the Dispute Notice believes that the Dispute should be dealt with under the Expedited Dispute Timetable as set out in paragraph 2.6 of this Call Off Schedule 11, the reason why.

2.3 Unless agreed otherwise in writing, the Parties shall continue to comply with their respective obligations under this Call Off Contract regardless of the nature of the Dispute and notwithstanding the referral of the Dispute to the Dispute Resolution Procedure.

2.4 Subject to paragraph 3.2 of this Call Off Schedule 11, the Parties shall seek to resolve Disputes:

- 2.4.1 first by commercial negotiation (as prescribed in paragraph 3 of this Call Off Schedule 11);
- 2.4.2 then by mediation (as prescribed in paragraph 4 of this Call Off Schedule 11); and

- 2.4.3 lastly by recourse to arbitration (as prescribed in paragraph 6 of this Call Off Schedule 11) or litigation (in accordance with Clause 57 of this Call Off Contract (Governing Law and Jurisdiction)).
- 2.5 Specific issues shall be referred to Expert Determination (as prescribed in paragraph 5 of this Call Off Schedule 11) where specified under the provisions of this Call Off Contract and may also be referred to Expert Determination where otherwise appropriate as specified in paragraph 5 of this Call Off Schedule 11.
- 2.6 In exceptional circumstances where the use of the times in this Call Off Schedule 11 would be unreasonable, including (by way of example) where one Party would be materially disadvantaged by a delay in resolving the Dispute, the Parties may agree to use the Expedited Dispute Timetable. If the Parties are unable to reach agreement on whether to use of the Expedited Dispute Timetable within five (5) Working Days of the issue of the Dispute Notice, the use of the Expedited Dispute Timetable shall be at the sole discretion of the Customer.
- 2.7 If the use of the Expedited Dispute Timetable is determined in accordance with paragraph 2.5 or is otherwise specified under the provisions of this Call Off Contract, then the following periods of time shall apply in lieu of the time periods specified in the applicable paragraphs:
- 2.7.1 in paragraph 3.2.3, ten (10) Working Days;
 - 2.7.2 in paragraph 4.2, ten (10) Working Days;
 - 2.7.3 in paragraph 5.2, five (5) Working Days; and
 - 2.7.4 in paragraph 6.2, ten (10) Working Days.
- 2.8 If at any point it becomes clear that an applicable deadline cannot be met or has passed, the Parties may (but shall be under no obligation to) agree in writing to extend the deadline. Any agreed extension shall have the effect of delaying the start of the subsequent stages by the period agreed in the extension.

3. COMMERCIAL NEGOTIATIONS

3.1 Following the service of a Dispute Notice, the Customer and the Supplier shall use reasonable endeavours to resolve the Dispute as soon as possible, by discussion between the Customer Representative and the Supplier Representative.

3.2 If:

- 3.2.1 either Party is of the reasonable opinion that the resolution of a Dispute by commercial negotiation, or the continuance of commercial negotiations, will not result in an appropriate solution;
- 3.2.2 the Parties have already held discussions of a nature and intent (or otherwise were conducted in the spirit) that would equate to the conduct of commercial negotiations in accordance with this paragraph 3 of this Call Off Schedule 11; or
- 3.2.3 the Parties have not settled the Dispute in accordance with paragraph 3.1 of this Call Off Schedule 11 within thirty (30) Working Days of service of the Dispute Notice,

either Party may serve a written notice to proceed to mediation (a “**Mediation Notice**”) in accordance with paragraph 4 of this Call Off Schedule 11.

4. MEDIATION

- 4.1 If a Mediation Notice is served, the Parties shall attempt to resolve the dispute in accordance with CEDR's Model Mediation Agreement which shall be deemed to be incorporated by reference into this Call Off Contract.
- 4.2 If the Parties are unable to agree on the joint appointment of a Mediator within thirty (30) Working Days from service of the Mediation Notice then either Party may apply to CEDR to nominate the Mediator.
- 4.3 If the Parties are unable to reach a settlement in the negotiations at the mediation, and only if the Parties so request and the Mediator agrees, the Mediator shall produce for the Parties a non-binding recommendation on terms of settlement. This shall not attempt to anticipate what a court might order but shall set out what the Mediator suggests are appropriate settlement terms in all of the circumstances.
- 4.4 Any settlement reached in the mediation shall not be legally binding until it has been reduced to writing and signed by, or on behalf of, the Parties (in accordance with the Variation Procedure where appropriate). The Mediator shall assist the Parties in recording the outcome of the mediation.

5. EXPERT DETERMINATION

- 5.1 If a Dispute relates to any aspect of the technology underlying the provision of the Goods and/or Services or otherwise relates to an ICT technical, a financial technical or other aspect of a technical nature (as the Parties may agree) and the Dispute has not been resolved by discussion or mediation, then either Party may request (which request will not be unreasonably withheld or delayed) by written notice to the other that the Dispute is referred to an Expert for determination.
- 5.2 The Expert shall be appointed by agreement in writing between the Parties, but in the event of a failure to agree within ten (10) Working Days, or if the person appointed is unable or unwilling to act, the Expert shall be appointed on the instructions of the President of the British Computer Society (or any other association that has replaced the British Computer Society).
- 5.3 The Expert shall act on the following basis:
 - 5.3.1 he/she shall act as an expert and not as an arbitrator and shall act fairly and impartially;
 - 5.3.2 the Expert's determination shall (in the absence of a material failure to follow the agreed procedures) be final and binding on the Parties;
 - 5.3.3 the Expert shall decide the procedure to be followed in the determination and shall be requested to make his/her determination within thirty (30) Working Days of his appointment or as soon as reasonably practicable thereafter and the Parties shall assist and provide the documentation that the Expert requires for the purpose of the determination;
 - 5.3.4 any amount payable by one Party to another as a result of the Expert's determination shall be due and payable within twenty (20) Working Days of the Expert's determination being notified to the Parties;
 - 5.3.5 the process shall be conducted in private and shall be confidential; and
 - 5.3.6 the Expert shall determine how and by whom the costs of the determination, including his/her fees and expenses, are to be paid.

6. ARBITRATION

6.1 The Customer may at any time before court proceedings are commenced refer the Dispute to arbitration in accordance with the provisions of paragraph 6.4 of this Call Off Schedule 11.

6.2 Before the Supplier commences court proceedings or arbitration, it shall serve written notice on the Customer of its intentions and the Customer shall have fifteen (15) Working Days following receipt of such notice to serve a reply (a “**Counter Notice**”) on the Supplier requiring the Dispute to be referred to and resolved by arbitration in accordance with paragraph 6.4 of this Call Off Schedule 11 or be subject to the jurisdiction of the courts in accordance with Clause 57 of this Call Off Contract (Governing Law and Jurisdiction). The Supplier shall not commence any court proceedings or arbitration until the expiry of such fifteen (15) Working Day period.

6.3 If:

6.3.1 the Counter Notice requires the Dispute to be referred to arbitration, the provisions of paragraph 6.4 of this Call Off Schedule 11 shall apply;

6.3.2 the Counter Notice requires the Dispute to be subject to the exclusive jurisdiction of the courts in accordance with Clause 61 of this Call Off Contract (Governing Law and Jurisdiction), the Dispute shall be so referred to the courts and the Supplier shall not commence arbitration proceedings;

6.3.3 the Customer does not serve a Counter Notice within the fifteen (15) Working Days period referred to in paragraph 6.2 of this Call Off Schedule 11, the Supplier may either commence arbitration proceedings in accordance with paragraph 6.4 of this Call Off Schedule 11 or commence court proceedings in the courts in accordance with Clause 57 of this Call Off Contract (Governing Law and Jurisdiction) which shall (in those circumstances) have exclusive jurisdiction.

6.4 In the event that any arbitration proceedings are commenced pursuant to paragraphs 6.1 to 6.3 of this Call Off Schedule 11, the Parties hereby confirm that:

6.4.1 all disputes, issues or claims arising out of or in connection with this Call Off Contract (including as to its existence, validity or performance) shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration (“**LCIA**”) (subject to paragraphs 6.4.5 to 6.4.7 of this Call Off Schedule 11);

6.4.2 the arbitration shall be administered by the LCIA;

6.4.3 the LCIA procedural rules in force at the date that the Dispute was referred to arbitration shall be applied and are deemed to be incorporated by reference into this Call Off Contract and the decision of the arbitrator shall be binding on the Parties in the absence of any material failure to comply with such rules;

6.4.4 if the Parties fail to agree the appointment of the arbitrator within ten (10) days from the date on which arbitration proceedings are commenced or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;

6.4.5 the chair of the arbitral tribunal shall be British;

6.4.6 the arbitration proceedings shall take place in London and in the English language; and

6.4.7 the seat of the arbitration shall be London.

7. URGENT RELIEF

7.1 Either Party may at any time take proceedings or seek remedies before any court or tribunal of competent jurisdiction:

7.1.1 for interim or interlocutory remedies in relation to this Call Off Contract or infringement by the other Party of that Party's Intellectual Property Rights; and/or

7.1.2 where compliance with paragraph 2.1 of this Call Off Schedule 11 and/or referring the Dispute to mediation may leave insufficient time for that Party to commence proceedings before the expiry of the limitation period.

CALL OFF SCHEDULE 12: VARIATION FORM

No of Call Off Order Form being varied:

.....

Variation Form No:

.....

BETWEEN:

[insert name of Customer] ("the Customer")

and

[insert name of Supplier] ("the Supplier")

1. This Call Off Contract is varied as follows and shall take effect on the date signed by both Parties:

[Insert details of the Variation]

2. Words and expressions in this Variation shall have the meanings given to them in this Call Off Contract.
3. This Call Off Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of the Customer

Signature

Date

Name (in
Capitals)

Address

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

Signature

Date

Name (in
Capitals)

Address

CALL OFF SCHEDULE 13: TRANSPARENCY REPORTS

- 1.1 Within three (3) months from the Call Off Commencement Date or the date so specified by the Customer in the Call Off Order Form the Supplier shall provide to the Customer for Approval (the Customer's decision to approve or not shall not be unreasonably withheld or delayed) draft Transparency Reports consistent with the content and format requirements in Annex 1 below.
- 1.2 If the Customer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for Approval by the Customer 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 Customer. This process shall be repeated until the Parties have agreed versions of each Transparency Report.
- 1.3 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Customer at the frequency referred to in Annex 1 of this Call Off Schedule 13 below.
- 1.4 Any Dispute in connection with the preparation and/or approval of Transparency Reports shall be resolved in accordance with the Dispute Resolution Procedure.
- 1.5 The requirements in this Schedule 13 are in addition to any other reporting requirements in this Call Off Contract.

ANNEX 1: LIST OF TRANSPARENCY REPORTS

Title of Report	Content	Format	Frequency
Headline service performance	TBC	Word/Excel/powerpoint	To be agreed
Call Off Contract Charges	TBC]	Word/Excel/powerpoint	To be agreed
Key Sub-Contractors	TBC	Word/Excel/powerpoint	To be agreed
Technical	TBC	Word/Excel/powerpoint	To be agreed
Performance management arrangements	TBC	Word/Excel/powerpoint	To be agreed

**CALL OFF SCHEDULE 14: ALTERNATIVE AND/OR ADDITIONAL CLAUSES – NOT
APPLICABLE**

CALL OFF SCHEDULE 15: CALL OFF TENDER

REDACTED TEXT

CALL OFF SCHEDULE 16: MOD DEFCONs AND DEFFORMs – Not Used

CALL OFF SCHEDULE 17: SUSTAINABLE DEVELOPEMENT

1. This schedule sets out the sustainable development requirements which are applicable to the provision of the services.
2. **GENERAL**
 - 2.1 The Supplier acknowledges that the Authority must at all times be seen to be actively promoting Sustainable Development through its environmental, social and economic responsibilities.
 - 2.2 In delivering the Services, the Supplier shall and shall ensure that its Sub-contractors assist and cooperate with the Authority, by fully complying with the requirements of this Schedule.
3. **COMPLIANCE**
 - 3.1 The supplier shall produce a sustainable development policy statement and sustainable development plan in accordance with the following paragraphs, within 6 (six) months of the commencement date and at the periods specified thereafter, see Annex 1 to Part A. The sustainable development policy statement and sustainable development plan must be specific to the contract and include all sub-contractors involved in delivery of the contract. The supplier must obtain the required information from sub-contractors and then collate and submit as stated above.
 - 3.2 In delivering the Services, the Supplier shall prepare a Sustainable Development Policy Statement giving, for each organisation involved in delivery of the contract an overarching commitment to:
 - 3.2.1 dispose of contract waste in a legal manner (i.e. waste is disposed of via a registered waste collector, the Waste Electrical and Electronic Equipment (WEEE) regulations are adhered to where relevant);
 - 3.2.2 reduce energy consumption;
 - 3.2.3 promote waste management including recycling;
 - 3.2.4 promote green or public transport;
 - 3.2.5 promote Corporate Social Responsibility (CSR);
 - 3.2.6 the Sustainable Development Policy and that of continuous improvement which should be signed and dated by senior management.
 - 3.3 In delivering the Services, the Supplier shall prepare and deliver a Sustainable Development Plan which should be used to turn the commitment shown in the Sustainable Development Policy into action and which as a minimum, detail how each organisation involved in delivery of the contract will:
 - 3.3.1 reduce their Environmental footprint of this contract through:
 - 3.3.1.1 minimising the use of energy, water and materials
 - 3.3.1.2 minimising waste and increasing recycling levels;
 - 3.3.1.3 utilising recycled goods within operations;
 - 3.3.1.4 providing efficient low carbon delivery methods;

- 3.3.1.5 promoting the use of green or public transport.
- 3.3.2 contribute to Social sustainability of this contract through compliance with “ Life Chances” see Part A
- 3.3.3 drive Economic sustainability of this contract through:
 - 3.3.3.1 supporting job creation both locally and nationally;
 - 3.3.3.2 facilitating opportunities for Minority Owned Businesses and Small and Medium-sized Enterprises.
- 3.4 To aid the Customer in monitoring the progress of each organisation the following information should also be included in your plan:
 - 3.4.1 a baseline assessment of current position in terms of waste minimisation, recycling and energy consumption (energy consumption only required if current energy usage is available to organisations);
 - 3.4.2 annual estimates of the progress of Sustainable Development actions;
 - 3.4.3 details of how Staff awareness of Sustainability will be increased in line with the Sustainable Development Plan.

PART A
LIFE CHANCES

1. General

- 1.1. The Contractor acknowledges that the Crown is committed to assisting people to move from welfare to employment and driving forward improvements in economic, social and environmental well-being.
- 1.2. The Contractor (a) acknowledges that the Authority has a responsibility to support and promote wider social sustainability objectives for the benefit of society; and (b) agrees to cooperate with the Authority to improve life chances for those most disadvantaged and furthest from the labour market.
- 1.3. The Contractor acknowledges that the Authority is supporting the Crown's Life chances and social value agendas by aiming to promote opportunities for groups of persons ("DWP Priority Groups") which the Authority regards as meriting priority assistance including but not limited to Apprentices, Disabled People, Young People, Older Workers, Ex-Offenders and Black and Minority Ethnic People.

2. Diversity and Equality Delivery Plan

- 2.1. In addition to complying with its obligations of this Schedule 17, the Authority requires the Contractor to provide such information as the Authority may request on (a) the action(s) the Contractor is taking in the course of supplying the Services to comply with its obligations set out in this Schedule 17 and (b) the effect such action(s) have on the Staff used in the performance of its obligations under the Contract.
- 2.2. As part of the information to be provided by the Contractor under paragraph 2.1 of this Schedule, the Authority requires the Contractor to provide to the Authority a diversity and equality delivery plan ("Diversity and Equality Delivery Plan") six (6) Months after the Commencement Date, and annually thereafter. The Diversity and Equality Delivery Plan must be specific to the Contract and include details of all Staff including but not limited to all Sub-contractors involved in the performance of the Contractors obligations under the Contract.
 - (a) details of the action(s) the Contractor is taking to support the Crown's social value agenda including but not limited to the action(s) the Contractor is taking to meet its obligations under paragraph 2.3 of this Schedule.

2.3. The Contractor shall, and shall ensure that its Sub-contractors, take the following action(s) in respect of DWP Priority Groups;

2.3.1. Apprentices

- 2.3.1.1. Ensure that (5) % of the Staff used in the performance of the Contractor's obligations under the Contract are Apprentices.
- 2.3.1.2. Make available to potential members of Staff used in the performance of the Contractor's obligations information about the National Apprenticeship Service.

2.3.2. Disabled People

- 2.3.2.1. Take steps to become a Disability Confident Employer.
- 2.3.2.2. Make appropriate use of Access to Work to support recruit and retain disabled workers.
- 2.3.2.3. When recruiting Staff to be used in the performance of the Contractor's obligations under the Contract, offer Disabled People interviews under a guaranteed interview scheme for vacancies for Staff where the Disabled People meet the minimum criteria for such vacancies.
- 2.3.2.4. Offer Work Trials to Disabled People to support filling vacancies for Staff.
- 2.3.2.5. Provide Employment Experience to Disabled People as members of Staff used in the performance of the Contractor's obligations under the Contract to develop their skills and experience and increase their employability.

2.3.3. Young People – Under 25

- 2.3.3.1. Offer Work Trials to Young People to support filling vacancies for Staff.
- 2.3.3.2. Provide Employment Experience to Young People as members of Staff used in the performance of the Contractor's obligations under the Contract to develop their skills and experience and increase their employability.

2.3.4. Older Workers – Over 50

- 2.3.4.1. Offer Work Trials to Older Workers to support filling vacancies for Staff.
- 2.3.4.2. Provide Employment Experience to Older People as members of Staff used in the performance of the Contractor's obligations under the Contract to develop their skills and experience and increase their employability.

2.3.5. Ex-Offenders

- 2.3.5.1. Offer Work Trials to Ex-Offenders to support filling vacancies for Staff.
- 2.3.5.2. Provide Employment Experience to Ex-Offenders as members of Staff used in the performance of the Contractor's obligations under the Contract to develop their skills and experience and increase their employability.

2.3.6. Black and Minority Ethnic People

- 2.3.6.1. Offer Work Trials to Black and Minority Ethnic people to support filling vacancies for Staff.
- 2.3.6.2. Provide Employment Experience to Black and Minority Ethnic people as members of Staff used in the performance of the Contractor's obligations

under the Contract to develop their skills and experience and increase their employability.

2.3.7. Employee Vacancies

- 2.3.7.1. Advertise all vacancies for Staff via Universal Jobmatch in addition to any other recruitment agencies with whom the Contractor advertises such vacancies and any other actions the Contractor takes to recruit Staff.

2.4. The Diversity and Equality Delivery Plan must also include:

- 2.4.1. An overview of Contractor and any Sub-contractor's policies and procedures for preventing unlawful discrimination and promoting equality of opportunity in respect of:

- 2.4.1.1. age;
- 2.4.1.2. disability;
- 2.4.1.3. gender reassignment;
- 2.4.1.4. marriage and civil partnership;
- 2.4.1.5. pregnancy and maternity;
- 2.4.1.6. race;
- 2.4.1.7. religion or belief;
- 2.4.1.8. sex; and
- 2.4.1.9. sexual orientation.

- 2.4.2. An overview of Contractor and any Sub-contractor's policies and procedures covering:

- 2.4.2.1. harassment
- 2.4.2.2. bullying
- 2.4.2.3. victimisation
- 2.4.2.4. staff training and development

- 2.4.3. Details of the way in which the above policies and procedures are, or will be (and by when), communicated to Staff;

- 2.4.4. details of what general diversity and equality related training has been, or will be delivered (and by when), to Staff;

- 2.4.5. details of what structure and resources are currently directed towards active promotion of diversity and equality within the Staff used in the performance of the Contractor's obligations under this Contract, or if not currently in place, what will be put in place and by when;

- 2.5. The Authority will consider and must agree the contents of Diversity and Equality Delivery Plan. Any issues will be raised with the Contractor by the contract manager acting on behalf of the Authority. If an issue relates to a Sub-contractor, the Contractor must raise and resolve the issue with the Sub-contractor.

Life Chances Workforce Monitoring Template

- 2.6 The Contractor shall provide the Life Chances Workforce Monitoring template (contained in Annex 1 to Part A of this schedule 17), duly completed in full by the Contractor in respect of all Staff (including but not limited to all Sub-contractors used in the performance of the

Contractor's obligations under the Contract), six (6) Months after the Commencement Date and as specified in Annex 1 to Part A thereafter.

- 2.7 The Contractor shall complete the Life Chances Workforce Monitoring template in line with the 'Life Chances through Procurement Guidance for DWP Contractors' and the contract definitions.
- 2.8 The Contractor will compare figures in all categories listed in the Annex 1 to Part A - Workforce Monitoring template and provide (where possible) comparisons against any official national/regional statistics that are publicly available in accordance with the 'Social Value Guidance for Contractors' provided by the Authority to the Contractor.
- 2.9 The 'Social Value Guidance for Contractors' provides links to a number of data collection sources, this is not an exhaustive list and other sources are available. The Authority recognises that there may be regional variations in terms of population demographics and some data categories and coverage may not be complete or fully aligned, however, the Contractor agrees to provide high level analysis and identification of trends as and when requested by the Authority.
- 2.10 The Contractor shall provide and shall ensure that its Sub-contractors provide such evidence as the Authority may require of action(s) undertaken or planned by the Contractor and/or any Sub-contractor to improve the numbers in the Social Value Workforce Monitoring template (contained in Annex 1 to Part A of this schedule 17) to the satisfaction of the Authority.
- 2.11 Diversity and Equality, the Crown's social value agenda and DWP Priority Groups will be discussed jointly by the Authority and the Contractor as an on-going item at Contract review meetings. Such meetings will discuss the information provided by the Contractor in accordance with paragraph 2.2 of this Schedule 17.

ANNEX 1 TO PART A

LIFE CHANCES WORKFORCE MONITORING TEMPLATE

Important – the figures the contractor provides must relate specifically to the staff used in the performance of the contractor’s obligations under the contract only, which for the avoidance of doubt includes any sub-contractor.

NAME OF CONTRACT:	
CONTRACT NUMBER:	
NAME OF CONTRACTOR:	
COMMENCEMENT DATE:	
TOTAL NUMBER OF STAFF, WHICH FOR THE AVOIDANCE OF DOUBT INCLUDES ANY SUB-CONTRACTORS	

1 – NUMBER OF NEW STAFF POSTS CREATED IN THE PERFORMANCE OF THE CONTRACTOR’S OBLIGATIONS UNDER THE CONTRACT

NEW STAFF POSTS	NUMBER OF NEW STAFF POSTS CREATED IN PERIOD	
	1-34 HR PER WEEK POSTS	35 HR + PER WEEK POSTS
BASELINE RETURN (AT 6 MONTHS FOR MONTHS 0-6)		
1ST ANNUAL RETURN (AT 18 MONTHS FOR MONTHS 7-18)		
2ND ANNUAL RETURN (AT 24 MONTHS FOR MONTHS 19 - 24)		
3RD ANNUAL RETURN (AT 36 MONTHS FOR MONTHS 25 - 36)		
4TH ANNUAL RETURN (AT 48 MONTHS FOR MONTHS 37 - 48)		
5TH ANNUAL RETURN (AT 60 MONTHS FOR MONTHS 49 - 60)		

2 – NUMBER OF APPRENTICES IN STAFF USED IN THE PERFORMANCE OF THE CONTRACTOR’S OBLIGATIONS UNDER THE CONTRACT

DWP PRIORITY GROUP - APPRENTICES	NUMBER OF APPRENTICES IN STAFF WHICH HAVE BEEN EMPLOYED FOR 26 WEEKS OR LONGER IN PERIOD	% OF APPRENTICES IN STAFF AT THE END OF THE PERIOD	NUMBER OF APPRENTICES WHO BEGAN APPRENTICESHIPS AS PART OF THE STAFF DURING THE PERIOD
BASELINE RETURN (AT 6 MONTHS FOR MONTHS 0-6)			
1ST ANNUAL RETURN (AT 18 MONTHS FOR MONTHS 7-18)			
2ND ANNUAL RETURN (AT 24 MONTHS FOR MONTHS 19 - 24)			
3RD ANNUAL RETURN (AT 36 MONTHS FOR MONTHS 25 - 36)			
4TH ANNUAL RETURN (AT 48 MONTHS FOR MONTHS 37 - 48)			
5TH ANNUAL RETURN (AT 60 MONTHS FOR MONTHS 49 - 60)			

3 – NUMBER OF DISABLED PEOPLE IN STAFF USED IN THE PERFORMANCE OF THE CONTRACTOR’S OBLIGATIONS UNDER THE CONTRACT

DWP PRIORITY GROUP - DISABLED PEOPLE	NUMBER OF DISABLED PEOPLE IN STAFF WHICH HAVE BEEN EMPLOYED FOR 26 WEEKS OR LONGER IN PERIOD	% OF DISABLED PEOPLE IN STAFF AT END OF PERIOD	NUMBER OF DISABLED PEOPLE WHO BEGAN EMPLOYMENT AS PART OF THE STAFF DURING THE PERIOD
BASELINE RETURN (AT 6 MONTHS FOR MONTHS 0-6)			
1ST ANNUAL RETURN (AT 18 MONTHS FOR MONTHS 7-18)			
2ND ANNUAL RETURN (AT 24 MONTHS FOR MONTHS 19 - 24)			
3RD ANNUAL RETURN (AT 36 MONTHS FOR MONTHS 25 - 36)			
4TH ANNUAL RETURN (AT 48 MONTHS FOR MONTHS 37 - 48)			
5TH ANNUAL RETURN (AT 60 MONTHS FOR MONTHS 49 - 60)			

4 – NUMBER OF DISABLED PEOPLE, WHO HAD BEEN INTERVIEWED BY THE CONTRACTOR UNDER THE GUARANTEED INTERVIEW SCHEME (GIS) FOR STAFF POSTS

USED IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT,

DWP PRIORITY GROUP – DISABLED PEOPLE IN THE STAFF WHO HAD BEEN INTERVIEWED BY THE CONTRACTOR UNDER THE GIS	NUMBER OF DISABLED PEOPLE WHO HAVE BEEN INTERVIEWED FOR STAFF POSTS BY THE CONTRACTOR UNDER THE GIS DURING THE PERIOD
BASELINE RETURN (AT 6 MONTHS FOR MONTHS 0-6)	
1ST ANNUAL RETURN (AT 18 MONTHS FOR MONTHS 7-18)	
2ND ANNUAL RETURN (AT 24 MONTHS FOR MONTHS 19 - 24)	
3RD ANNUAL RETURN (AT 36 MONTHS FOR MONTHS 25 - 36)	
4TH ANNUAL RETURN (AT 48 MONTHS FOR MONTHS 37 - 48)	
5TH ANNUAL RETURN (AT 60 MONTHS FOR MONTHS 49 - 60)	

5 – NUMBER OF YOUNG PEOPLE IN STAFF USED IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT

DWP PRIORITY GROUP - YOUNG PEOPLE	NUMBER OF YOUNG PEOPLE IN STAFF WHICH HAVE BEEN EMPLOYED FOR 26 WEEKS OR LONGER IN PERIOD	% YOUNG PEOPLE IN STAFF AT END OF PERIOD	NUMBER OF YOUNG PEOPLE WHO BEGAN EMPLOYMENT AS PART OF THE STAFF DURING THE PERIOD
BASELINE RETURN (AT 6 MONTHS FOR MONTHS 0-6)			
1 ST ANNUAL RETURN (AT 18 MONTHS FOR MONTHS 7-18)			
2 ND ANNUAL RETURN (AT 24 MONTHS FOR MONTHS 19 - 24)			
3 RD ANNUAL RETURN (AT 36 MONTHS FOR MONTHS 25 - 36)			
4 TH ANNUAL RETURN (AT 48 MONTHS FOR MONTHS 37 - 48)			
5 TH ANNUAL RETURN (AT 60 MONTHS FOR MONTHS 49 - 60)			

6 – NUMBER OF OLDER WORKERS IN STAFF USED IN THE PERFORMANCE OF THE CONTRACTOR’S OBLIGATIONS UNDER THE CONTRACT

DWP PRIORITY GROUP - OLDER WORKERS	NUMBER OF OLDER WORKERS IN STAFF WHICH HAVE BEEN EMPLOYED FOR 26 WEEKS OR LONGER IN PERIOD	% OLDER WORKERS IN STAFF AT END OF PERIOD	NUMBER OF OLDER WORKERS WHO BEGAN EMPLOYMENT AS PART OF THE STAFF DURING THE PERIOD
BASELINE RETURN (AT 6 MONTHS FOR MONTHS 0-6)			
1ST ANNUAL RETURN (AT 18 MONTHS FOR MONTHS 7-18)			
2ND ANNUAL RETURN (AT 24 MONTHS FOR MONTHS 19 - 24)			
3RD ANNUAL RETURN (AT 36 MONTHS FOR MONTHS 25 - 36)			
4TH ANNUAL RETURN (AT 48 MONTHS FOR MONTHS 37 - 48)			
5TH ANNUAL RETURN (AT 60 MONTHS FOR MONTHS 49 - 60)			

7 – NUMBER OF EX-OFFENDERS IN STAFF USED IN THE PERFORMANCE OF THE CONTRACTOR’S OBLIGATIONS UNDER THE CONTRACT.

DWP PRIORITY GROUP - EX-OFFENDERS	NUMBER OF EX-OFFENDERS IN STAFF WHICH HAVE BEEN EMPLOYED FOR 26 WEEKS OR LONGER IN PERIOD	% EX-OFFENDERS IN STAFF AT END OF PERIOD	NUMBER OF EX-OFFENDERS WHO BEGAN EMPLOYMENT AS PART OF THE STAFF DURING THE PERIOD
BASELINE RETURN (AT 6 MONTHS FOR MONTHS 0-6)			
1ST ANNUAL RETURN (AT 18 MONTHS FOR MONTHS 7-18)			
2ND ANNUAL RETURN (AT 24 MONTHS FOR MONTHS 19 - 24)			
3RD ANNUAL RETURN (AT 36 MONTHS FOR MONTHS 25 - 36)			
4TH ANNUAL RETURN (AT 48 MONTHS FOR MONTHS 37 - 48)			
5TH ANNUAL RETURN (AT 60 MONTHS FOR MONTHS 49 - 60)			

8 – NUMBER OF BLACK OR MINORITY ETHNIC (BME) IN STAFF USED IN THE PERFORMANCE OF THE CONTRACTOR’S OBLIGATIONS UNDER THE CONTRACT.

DWP PRIORITY GROUP - EX-OFFENDERS	NUMBER BME IN STAFF WHICH HAVE BEEN EMPLOYED FOR 26 WEEKS OR LONGER IN PERIOD	% BME IN STAFF AT END OF PERIOD	NUMBER OF BME WHO BEGAN EMPLOYMENT AS PART OF THE STAFF DURING THE PERIOD
BASELINE RETURN (AT 6 MONTHS FOR MONTHS 0-6)			
1ST ANNUAL RETURN (AT 18 MONTHS FOR MONTHS 7-18)			
2ND ANNUAL RETURN (AT 24 MONTHS FOR MONTHS 19 - 24)			
3RD ANNUAL RETURN (AT 36 MONTHS FOR MONTHS 25 - 36)			
4TH ANNUAL RETURN (AT 48 MONTHS FOR MONTHS 37 - 48)			
5TH ANNUAL RETURN (AT 60 MONTHS FOR MONTHS 49 - 60)			

9 – NUMBER OF EMPLOYMENT EXPERIENCE PLACEMENTS CONDUCTED IN THE PERFORMANCE OF THE CONTRACTOR’S OBLIGATIONS UNDER THE CONTRACT

EMPLOYMENT EXPERIENCE PLACEMENTS	NUMBER OF EMPLOYMENT EXPERIENCE PLACEMENTS CONDUCTED DURING THE PERIOD
BASELINE RETURN (AT 6 MONTHS FOR MONTHS 0-6)	
1ST ANNUAL RETURN (AT 18 MONTHS FOR MONTHS 7-18)	
2ND ANNUAL RETURN (AT 24 MONTHS FOR MONTHS 19 - 24)	
3RD ANNUAL RETURN (AT 36 MONTHS FOR MONTHS 25 - 36)	
4TH ANNUAL RETURN (AT 48 MONTHS FOR MONTHS 37 - 48)	
5TH ANNUAL RETURN (AT 60 MONTHS FOR MONTHS 49 - 60)	

10 – NUMBER OF WORK TRIALS CONDUCTED AS PART OF THE RECRUITMENT OF STAFF USED IN THE PERFORMANCE OF THE CONTRACTOR’S OBLIGATIONS UNDER THE CONTRACT.

WORK TRIALS	NUMBER OF WORK TRIALS CONDUCTED DURING THE PERIOD
BASELINE RETURN (AT 6 MONTHS FOR MONTHS 0-6)	
1ST ANNUAL RETURN (AT 18 MONTHS FOR MONTHS 7-18)	
2ND ANNUAL RETURN (AT 24 MONTHS FOR MONTHS 19 - 24)	
3RD ANNUAL RETURN (AT 36 MONTHS FOR MONTHS 25 - 36)	
4TH ANNUAL RETURN (AT 48 MONTHS FOR MONTHS 37 - 48)	
5TH ANNUAL RETURN (AT 60 MONTHS FOR MONTHS 49 - 60)	

11 – NUMBER OF VACANCIES FOR STAFF ADVERTISED VIA UNIVERSAL JOBMATCH

STAFF VACANCIES ADVERTISED VIA UNIVERSAL JOBMATCH	NUMBER OF VACANCIES FOR STAFF ADVERTISED VIA UNIVERSAL JOBMATCH DURING THE PERIOD	% OF ALL VACANCIES FOR STAFF ADVERTISED VIA UNIVERSAL JOBMATCH DURING THE PERIOD.
BASELINE RETURN (AT 6 MONTHS FOR MONTHS 0-6)		
1 ST ANNUAL RETURN (AT 18 MONTHS FOR MONTHS 7-18)		
2 ND ANNUAL RETURN (AT 24 MONTHS FOR MONTHS 19 - 24)		
3 RD ANNUAL RETURN (AT 36 MONTHS FOR MONTHS 25 - 36)		
4 TH ANNUAL RETURN (AT 48 MONTHS FOR MONTHS 37 - 48)		
5 TH ANNUAL RETURN (AT 60 MONTHS FOR MONTHS 49 - 60)		

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XEROX XMPie

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XEROX PRINT AWARENESS TOOL

Print Awareness Tool (PAT) Dec 2014 1

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6. Prohibited Conduct

You will not:

- a. Engage in any activity that interferes with, disrupts or attempts to gain unauthorized access to the Services, any other user account, or servers, networks or products connected to or used to provide the Services.
- b. Submit Content or use the Services to engage in conduct that (i) is unlawful, defamatory, libelous, invasive of another's privacy, threatening, tortious, abusive, harassing, hateful, racially or ethnically offensive, pornographic, obscene or otherwise objectionable; (ii) infringes, misappropriates or misuses any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party; or (iii) contains software viruses or any other computer code, files or programs that are designed or intended to disrupt, damage or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of Xerox or any third party.
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- a. Your User Information and Content submitted to the Service through Your user account may be transmitted, stored and processed in the United States or any other country in which Xerox/its Affiliates or Print Providers maintain facilities.
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11. Indemnity and Release

- a. You agree to indemnify and hold harmless Xerox and its Affiliates from any and all claims, liabilities, damages, costs and expenses, including reasonable attorneys' fees, arising in any way by or through the use of Your account and (i) access to or use of the Services (ii) breach of these Terms of Use, (iii) violation of any third party right, including without limitation intellectual property, property or personal right; (iv) violation of applicable law; or (v) dispute with any Print Provider or other user of the Services. You shall, at Xerox's option and Your sole expense, intervene in or defend any such proceedings upon notice from Xerox.
- b. You hereby waive and release Xerox and its Affiliates from any claim, demand, liability or damage of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with any act or omission of, or dispute with, any Print Provider or other user of the Services.

12. Representation & Acknowledgement

- a. You represent that (i) You are at least 18 years old and (ii) if You are acting on behalf of a legal entity, You have legal authority and entitlement to bind the entity to these Terms of Use.
- b. You acknowledge that except for the limited right to use the Services under these Terms of Use, You have no right to use any intellectual property of Xerox, including trade names, trademarks, service marks, logos, domain names, or other distinctive brand features.

13. Waiver & Severability

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- b. Nothing in these Terms of Use shall affect Your non-waivable rights or limit or disclaim Xerox's liability for losses which may not be lawfully limited by applicable law. If any portion of these Terms of Use is held invalid or unenforceable by a court of competent jurisdiction, such portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

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15. Governing Law & Language

If you are located in the United States, these Terms of Use shall be governed and interpreted in accordance with the laws of the State of New York, USA, without regard to its conflict of laws principles. You agree that any dispute arising from or relating in any way to these Terms of Use or the Services will be brought exclusively in the Federal or State courts located in the State of New York and You irrevocably agree to submit to the jurisdiction of such courts. The parties hereby waive, to the maximum extent permitted by law, any right to, and agrees not to seek, a trial by jury in any matter arising out of or relating to the Services or Terms of Use. If you are located outside the United States, these Terms of Use shall be governed by, interpreted and construed in accordance with the laws of the country, state, province or other jurisdiction in which you are located.

Attachment 1 to the Terms of Use

Additional Terms and Conditions for Print Providers

The following terms are in addition to the Terms of Use and apply to Your use of the Services as a Print Provider.

1. Definitions

- a. **“End User”** means any user of the printing solutions and related services, products and materials that You make available as a Print Provider.
- b. **“Print Job”** means a single document comprised of a single file format to be interpreted and printed. Content that comprise more than a single self-contained document and/or more than one file format to be interpreted (such as “.zip” files or documents with embedded files) are considered to comprise multiple Print Jobs based on the number of documents and file formats within the Content.

2. Use of the Service as a Print Provider.

- a. Xerox grants You a limited, non-assignable and nonexclusive right to access and use the Services as a Print Provider for Your own business use solely and will not be used for personal, household, family or unlawful purposes as permitted by these Terms of Use. Use of the Service as a Print Provider requires the purchase of Mobile Print Cloud resources from Xerox and or Affiliates. Your purchase and use of such Mobile Print Cloud resources is subject to additional terms and conditions.
- b. You are solely responsible for (i) the design, development and implementation of the Printing Products & Services which You make available to End Users of the Services and (ii) the acquisition, operation, maintenance and use of any equipment and accessories, including but not limited to computers, printers, software, network environment, internet access, necessary for Your access and use of the Service as a Print Provider. Without limiting the foregoing, You are responsible for properly configuring and using the Service and taking your own steps to maintain appropriate security, protection and backup of Your equipment and accessories used with the Service. Xerox makes no representations, warranties, or assurances that any printing solutions and related services, products and materials You design or implement or any equipment or accessories You acquire will be compatible with the Services.
- c. You are solely responsible for determining the content of the terms and conditions applicable to acquisition and use of printing solutions and related services, products and materials that You make available as a Print Provider and for communicating such terms and conditions to End Users. In providing such services as a Print Provider, You will comply with all applicable laws and regulations, including without limitation, any applicable laws and regulations relating to privacy, consumers and protection of consumers. To comply with your obligations hereunder, You agree to include terms and conditions in Your agreement/terms of use with Your authorized users and End Users that are substantially similar to the terms and conditions contained in this Section 2 (c). Provided that Your terms and conditions (i) may not make any representation, warranty, or commitment on Xerox’ behalf and (ii) may not include any statements or imply that Xerox supports, sponsors, endorses, promotes or certifies You or any products, solutions or services You offer as a Print Provider. If You provide or make available any printing solutions or related services, products and materials to users who are not affiliated with You, You must clearly post or otherwise make available to such users the terms and conditions applicable to Your provision of such printing solutions or related services, products and materials.
- d. You are responsible for providing any support and customer service You choose to make available to Your End Users. Xerox does not provide any support or services to Your End Users.
- e. You expressly agree that use of the Services as a Print Provider is at Your sole risk. Xerox accepts no liability whatsoever arising from or relating to Your use of the Services as a Print Provider. In addition to the other disclaimers by Xerox set forth in the Terms of Use, You also acknowledge that Xerox, its Affiliates and its suppliers make no representations or warranties, expressly or impliedly, that the Services shall be uninterrupted or error free; neither do they make any warranty as to the results that

may be obtained from Your use of the Services as a Print Provider or as to the accuracy, reliability, or availability of the Service.

3. Limitations on the Access and Use of the Service as a Print Provider. The scope of Your rights to access and use of the Service as a Print Provider varies with the type of usage model and Mobile Print Cloud resources You acquire. You must have valid, unexpired Mobile Print Cloud resources associated with Your account to access and use of the Service as a Print Provider and Your right to access and use of the Service as a Print Provider terminates when Your account no longer has any valid Mobile Print Cloud resources. To help maintain processing resources and minimize capacity issues, Xerox may take measures including temporarily delaying the processing of Print Jobs for Print Provider accounts that receive disproportionate volume of Print Jobs being processed by the Service.
 - a. Trial Evaluation Resources - The first time You register Your organization to use the Service, You may be provided with an opportunity to use the Service as a Print Provider for a trial evaluation. Under this trial evaluation, You will be given the opportunity to register two (2) of Your printing devices with the Service and You will receive credit to process and receive up to thirty (30) Print Jobs submitted by End Users for printing on one of Your registered printing devices. The credits provided under the trial evaluation are for Your use only and not are transferrable. Your trial evaluation will expire at the earlier of (i) thirty (30) days from Your creation of the trial evaluation, (ii) when thirty (30) Print Jobs submitted by End Users for printing on one of Your registered printing devices have been processed by Services or (iii) when You apply or add additional any additional Mobile Print Cloud resources such as new licenses for Print Jobs (job credits) to your account. In addition, Xerox may terminate Your trial evaluation at any time in its complete discretion without prior notice to You. Any credits You received as part of a trial evaluation that remain will automatically expire upon termination or expiration of the trial evaluation.
 - b. Per Print Job usage model - If You access and use the Services as a Print Provider using a pay for mobile print job usage model such as through the acquisition of a Job Credit Pack, Your access to and use of the Services as a Print Provider is subject to the additional limitations in this subsection. Your right to access and use the Service as a Print Provider terminates when Your account no longer contains any valid, unexpired licenses for Print Jobs. You are solely responsible for monitoring the number of valid, unexpired licenses for Print Jobs in Your account and Xerox is not obligated to provide notification of and shall have no liability for failure to notify You in advance if Your account contains no valid, unexpired licenses for Print Jobs.
 - c. Per Printer usage model - If You access and use the Services as a Print Provider using a per printer usage model in which You acquire licenses to enable a predefined number of printers to be active on your account at any one time such as through the acquisition of Device Pack, Your access to and use of the Services as a Print Provider is subject to the additional limitations in this subsection. Your right to access and use the Service as a Print Provider terminates when Your account no longer contains any valid, unexpired printer licenses. A Device Pack license identifies the number of physical printers that may be connected to receive Print Jobs or use other Services features at any one time. You may remove or add printers to the list of enabled printers provided that the number of physical printers connected to receive Print Jobs or other Services features through Your account at any one time does not exceed the number of valid, unexpired printer licenses in Your account. If You use a print server, print queue, router or other hardware or software device to manage, control and/or direct Print Jobs received through Your account across one or more physical printers, each physical printer to which such Print Jobs may be directed counts toward the total of printer licenses required. The enabled printers may be private printers or public printers, provided that you may not sell, lease or sublicense access to Your enabled printers to third parties, operate as a service bureau for processing Print Jobs, or otherwise charge a fee, either directly or indirectly, for printing to Your printers.
4. Confidentiality Requirements. You will: (i) not collect, use or disclose any Xerox information or Service user account information or Content except solely as necessary to carry out Your obligations as a Print Provider in accordance with the Terms of Use; (ii) hold all Xerox information and Service user account information and Content in trust and confidence and not disclose such information to any third party, or use (directly or indirectly) any such information for Your own benefit or the benefit of others, unless authorized by the Terms of Use; and (iii) only disclose Xerox information and Service user account information and Content to Your employees on a "need to know" basis for the sole purpose of complying with Print Provider's obligations under the Agreement.
5. Security Requirements. You will maintain industry-standard best practices in administrative, technical, procedural and physical controls, policies, procedures and systems necessary to protect all Xerox information and Service user account information and Content from threats or hazards: (i) to the privacy, confidentiality or integrity of the information; (ii) from unauthorized or unauthenticated access to the information; (iii) from unauthorized disclosure, destruction, loss or alteration; and (iv) from viruses, worms and other malicious code.
6. Compliance with Laws. You represent and warrant that Your collection, use and disclosure of Xerox information and Service user account information and Content is, and will at all times, be conducted in full compliance with its privacy and security policies, which shall be no less protective of such information than Xerox's privacy policy, and all

applicable consumer, privacy, data privacy, trans-border data transfer, intellectual property and export control laws, rules and regulations.

7. You may not include, offer, label, mark, describe, characterize otherwise refer to or identify any Printing Products & Services You make available as a Print Provider in a manner that (i) is unlawful, defamatory, libelous, invasive of another's privacy, threatening, tortious, abusive, harassing, hateful, racially or ethnically offensive, pornographic, obscene or otherwise objectionable; (ii) infringes, misappropriates or misuses any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party; (iii) misleads, distorts, misrepresents or mischaracterizes such Printing Products & Services in any manner; or (iv) Xerox or Affiliates determines to be offensive, distasteful, objectionable, improper or otherwise unacceptable for use with the Services.
8. In addition to Your indemnification obligations set forth in the Terms of Use, You agree to defend, indemnify, and hold harmless Xerox and its Affiliates from and against any and all liabilities, obligations, claims, damages, fines, penalties, assessments, costs and expenses (including court costs, reasonable costs of investigation and reasonable attorneys' fees and expenses) incurred by Xerox or its Affiliates that may arise out of or result from (i) Your performance or nonperformance under this Attachment or the Terms of Use; (ii) any printing solution or related services, products or materials which You or Your employees or agents provided to or performed or agreed to perform for an End User; (iii) Your breach, violation or non-compliance with any applicable laws and regulations, including without limitation, any applicable law or regulations relating to privacy, consumer and consumer protection.
9. In addition to the terms related to the availability and termination of Services set forth in the Terms of Use, You acknowledge and agree that Xerox may remove or suspend access to or use of some or all of the Printing Products and Services available under the Services at any time in its complete discretion without prior notice to You.
10. You acknowledge and agree that Xerox may collect and/or store information related to Your Printing Products & Services. This information includes: (i) the types and locations of any printing devices, solutions and services You make available (including information such as device type and model and the operating system and application software used); (ii) information about the volume and frequency of use of the Printing Products & Services; and (iii) information about the number of End Users accessing or using Your Printing Products & Services and how the End Users access Your Printing Products & Services. Xerox may use this information and statistical data, trends and usage information derived from this information and Your use of the Services for the purpose of developing providing, operating, maintaining and/or improving Xerox's products and services, the functionality and experience of the Services, and the products and services used to deliver the mobile printing functionality.

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Y Soft Corporation, a.s.



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Effective date of this version of the End User License Agreement:	07/19/2016
Issue date of this version of the End User License Agreement:	07/19/2016

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With respect to the Licensed Software, all materials, documentation, specifications, technical manuals, user manuals, diagrams, file descriptions and other written information (regardless of the form of such documentation, hardcopy or electronic) that describe the functionality and use of such Licensed Software and that are publicly available or are otherwise customarily provided to Customers for use with the relevant Licensed Software.

1.13 Software Support

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